

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: 3/10/25
Hearing Date: 4/3/25
Voting Date: 4/17/25

Department: Community Development **Presenter(s) & Title:** Steve Green, Zoning Administrator

Agenda Item Title:

MPA2502-001 - Horizon at Laurel Canyon - Applicant seeks approval to construct two residential units within the island of the cul-de-sac of Laurel Vista Drive - John Gaskins

Summary:

The Development Agreement and zoning conditions required that a water tank/tower be constructed within Laurel Canyon. The site generally recognized for the tank/tower was the island within the cul-de-sac of Laurel Vista Drive. The City Attorney has determined that the Development Agreement has expired. The applicant is seeking to construct two new residential units within the island.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other:

Staff Recommendations:

Staff recommendation will be presented after the public hearing.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

Application, Development Agreement/Zoning conditions, survey/site plan



Land Use Petition: MPA2502-001
Date of Staff Report Preparation: March 10, 2025
Mayor and City Council Public Hearing Date: April 3, 2025
Mayor and City Council Action Date: 17, 2025

Project Name/Applicant: John Gaskin for Ballantry PMC - Laurel LLP

Property Location: Pod 2, Phase IV, Laurel Canyon

Parcel ID: 14N10J 030A

District/Land Lot: 14th District, Land Lot 118

Acreage: .98 acres / 42,689 square feet

Existing Zoning District: PD-MU

Existing Land Use: Vacant / Open Space

Future Development Map Designation: SDA Suburban Development

Current Use: Vacant / Open Space

Proposed Development: Two single family detached homes

Owner/Petitioner: Ballantry PMC-Laurell, LLLP

Owner/Petitioner's Intent: Remove zoning condition which requires a water tower and construct two single family detached homes

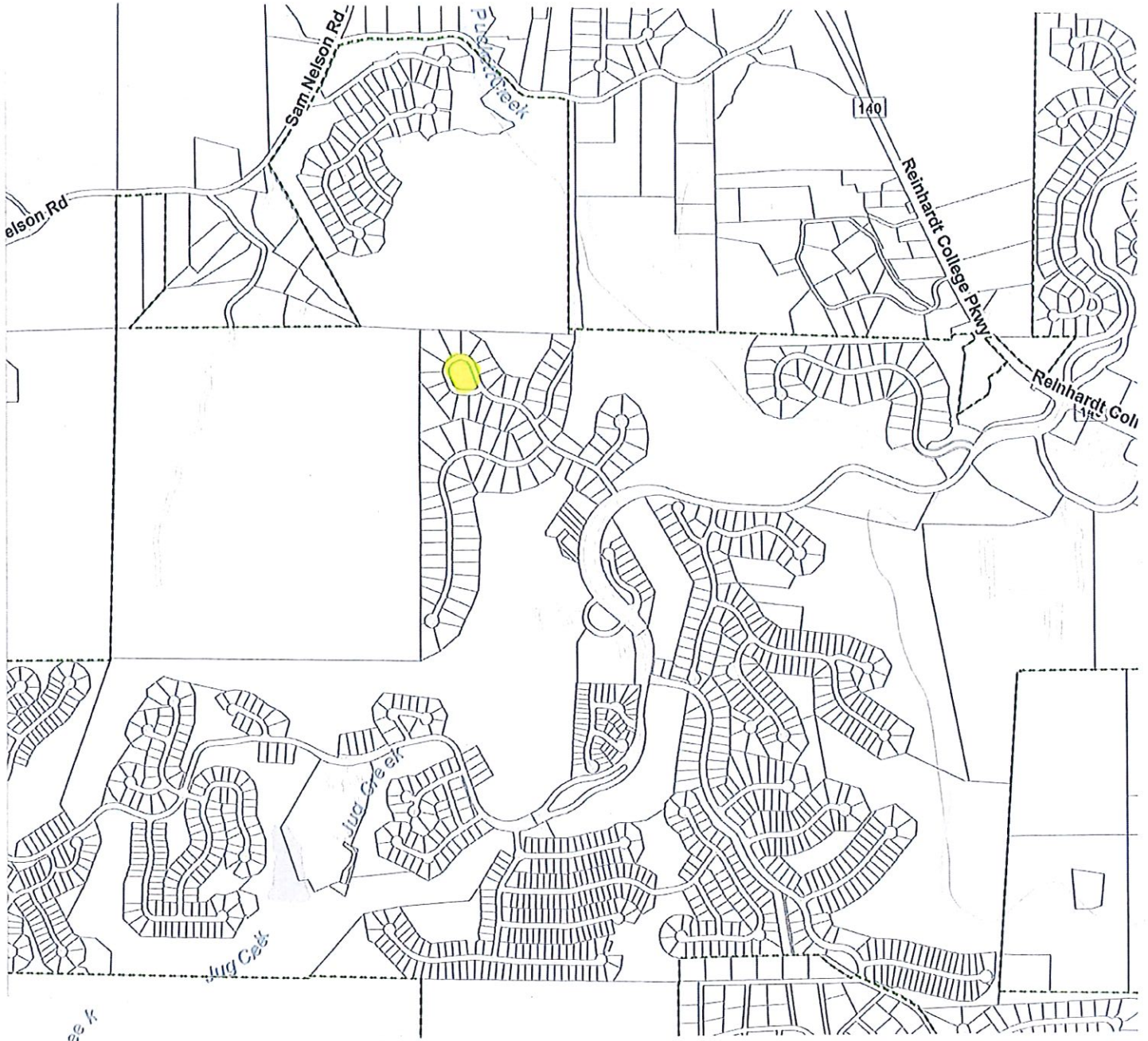
District Standards:

___ Zoning District Standards (Primary Street)			
Impervious Surface (max.)	N/A	Front Yard Setback (min.)	20'
Open Space (min.)	N/A	Side Yard Setback (min.)	5'
Building Height (max.)	N/A	Rear Yard Setback (min.)	20'
Building Height (min.)	N/A	Buffer Planting (min.)	N/A
Zoning Buffer	N/A	Overlay Zone	N/A

Surrounding Land Uses and Zoning:

North –PD-MU, Single family homes
South – PD-MU, Single family homes
East – PD-MU, Single family homes
West – PD-MU, Single family homes

Location Map

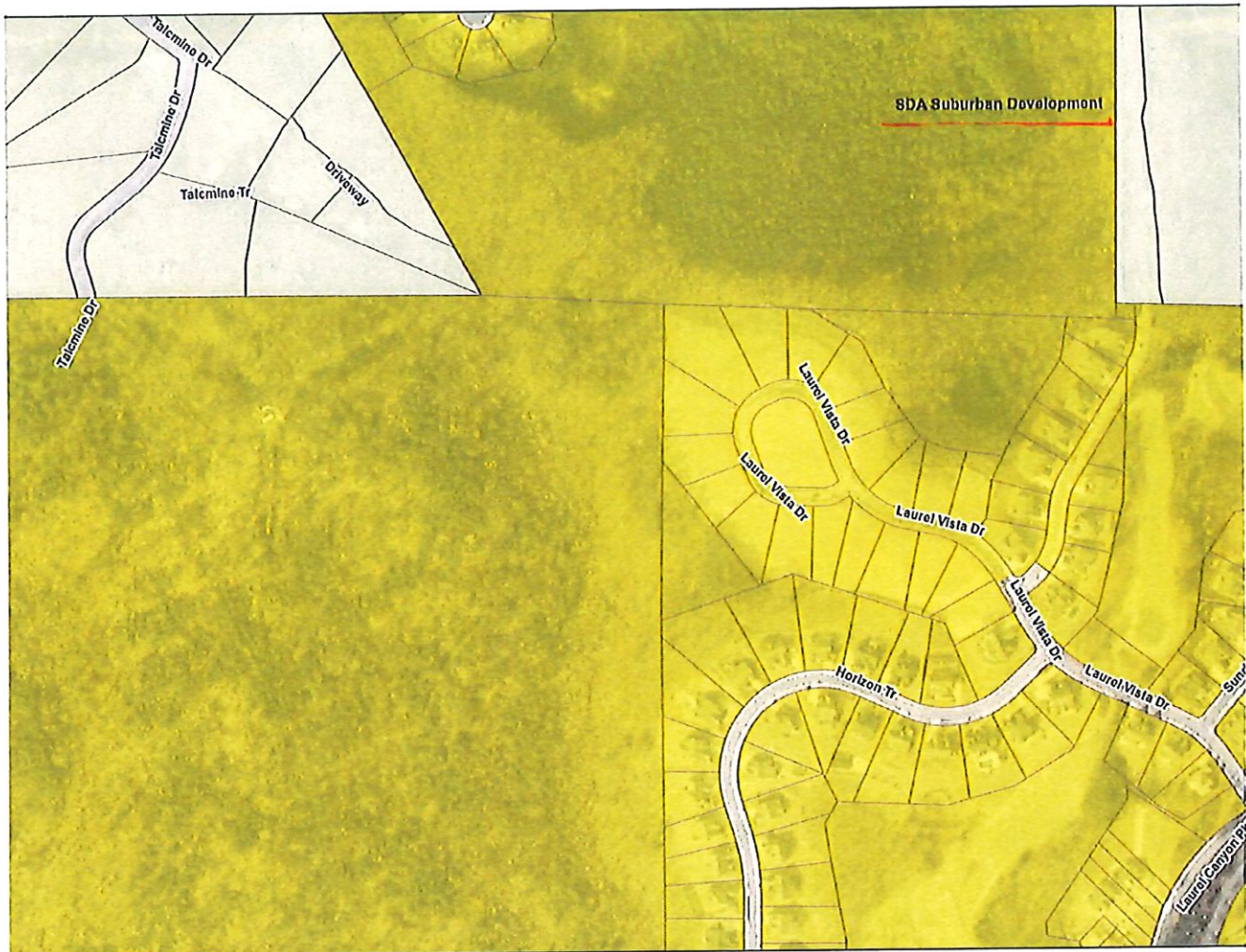


Existing Land Use Map





Future Development Map



024, 1:14:29 PM

Cherokee County Parcels

Cherokee County Streets - Local Roads

Raster.DBO.ORTHO2023

Red: Band_1

Green: Band_2

Blue: Band_3

Cherokee County Mask

Character Area Future Land Use

SDA Suburban Development

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | This data has been a



Site Description: The site is currently pad graded. It is void of any vegetation. It serves as open space for the cul-de-sac of Laurel Vista Drive.

Site History: The property is part of the original Laurel Canyon development. In August of 2000 approved zoning conditions (condition 40) required the construction of a water tank in the development. In February of 2005 a revised set of conditions was approved by Marie Garrett, Special Advisor to the Mayor, which also listed the requirement for a water tank (condition 40). The Master Plan pod maps dated 2004 and 2005 show the water tank in the center of the cul-de-sac. In 2024 an application was made to remove the condition and allow the construction of two single family homes in the cul-de-sac. This application was withdrawn without prejudice prior to being acted upon.

CRITERIA TO BE APPLIED – LAND USE PETITION (REZONING)

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties;
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan and Future Development Map;
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
7. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.



8. Whether the aesthetic and architectural design of the site is compatible with the intent and requirements of the Comprehensive Plan, the Character Areas, and any Overlay Districts.

CRITERIA TO BE APPLIED – CONDITIONAL USE PERMIT

- a. Whether the proposed use is consistent with the comprehensive plan and other adopted policies of the City;
- b. Whether the proposed use complies with the requirements of this zoning ordinance;
- c. Whether public services, public facilities and utilities are adequate to serve the proposed use;
- d. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of:
 1. Noise, smoke, odor, dust or vibration generated by the proposed use;
 2. Hours or manner of operation of the proposed use; and
 3. Traffic volumes generated by the proposed use;
- e. Whether the proposed use would result in an over-concentration of the subject use type within the area of the proposed use;
- f. Whether the aesthetic and architectural design of the site is compatible with the intent and requirements of the comprehensive plan, the character areas, and all applicable zoning ordinance regulations; and
- g. Whether the proposed use is compatible with adjacent properties and land uses, based on consideration of the size, scale and massing of proposed buildings and the overall site design.



DEPARTMENT COMMENTS

BUILDING AND SAFETY SERVICES

- BUILDING SERVICES:

- SAFETY SERVICES:

Conditions for Consideration

COMMUNITY DEVELOPMENT

The applicant seeks to eliminate condition #40 of the February 2005 zoning conditions for Laurel Canyon. This condition requires the construction of a water tank to help in the water supply for Laurel Canyon. The approved location has been shown in the cul-de-sac area of Laurel Vista Drive. In place of the water tank the applicant proposes two single family detached homes.

Included with this report are conditions from 2000 and 2005, the Master Plan sheet which shows the water tank location and a sheet from the development agreement with Laurel Canyon.

Conditions for Consideration

Conditions for consideration will be supplied with the action meeting staff report.

DEVELOPMENT SERVICES

Conditions for Consideration

POLICE DEPARTMENT



Conditions for Consideration

PUBLIC WORKS

Conditions for Consideration

UTILITY ENGINEER

Conditions for Consideration

CHEROKEE COUNTY SCHOOL SYSTEM

Conditions for Consideration

CHEROKEE COUNTY (AS NEEDED)

CHEROKEE COUNTY PLANNING AND ZONING DEPARTMENT

Conditions for Consideration

CHEROKEE COUNTY ENGINEER

Conditions for Consideration



CHEROKEE COUNTY FIRE MARSHAL

Conditions for Consideration

STAFF CONDITIONS FOR CONSIDERATION



Community Development Department

110 Academy Street, Canton, Georgia 30114
770-704-1500

MPA 2502-001

Public Hearing Application

Project # _____

1. Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately before signing this form. State N/A, where Not Applicable
2. Please make your check payable to "City of Canton."
3. If you have questions regarding this form please contact the Department of Planning and Zoning by calling (770) 704-1530.

This form is to be executed under oath. I, John David Gaskin do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in the Application for Public Hearing is true and correct and contains no misleading information. I, [Signature], have received and thoroughly read the Public Hearing Procedures.

Applicant: [Signature] This 3rd day of Feb, 2025
Print Name: John D Gaskin

Applicant Information:

Name: John D. Gaskin
Address: 4770 S. Atlanta Rd Ste 100
City: Atlanta
State: GA Zip Code: 30339
Telephone: 770.319.5258
Fax Number: _____
Email Address: john.gaskin@pmcmmunities.com

Owner Information:

Name: Ballantyne Pmc Laurell LLP
Address: 4770 S. Atlanta Rd Ste 100
City: Atlanta
State: GA Zip Code: 30339
Telephone: 770.319.5258
Fax Number: _____
Email Address: Same as applicant

This Application For (Check Only One):

- ☐ A Annexation
☐ B Rezoning
☐ C Master Plans
☐ D Master Plan Revisions
☐ E Conditional Use Permit
☐ F Land Use Modification

☐ G Zoning Condition Amendment
☐ H Density Transfer within Master Plan

- ☐ I Temporary Use Permit
☐ J Zoning Ordinance Text Amendment
☐ K Variance : Pre-Construction
☐ K Variance : Post-Construction
☐ Appeal

☐ Adjustment
☐ Special Exception

Fee Schedule:

Application Type _____
Base Fee _____ + (#Acres _____ x \$25.00 = _____) = _____
+ (#Acres _____ x \$50.00 = _____) = _____
Advertising Fee _____ = _____

Staff Use Only

Amount Due: _____
Amount Due: _____
Total Fee: _____

Received By: _____

Date: _____

Amount Paid: _____



Community Development Department
110 Academy Street, Canton, Georgia 30114

770-704-1500

Authorization Of Property Owner

This form is to be executed under oath. I, John Patrick Malloy, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 3 day of Feb, 20 25.

Owner Signature: _____

Print Name: John Patrick Malloy

I, the above signed legal owner of the subject property, do hereby authorize the following application to be submitted to the City of Canton:

- | | |
|---|--|
| ☐ A Annexation | ☐ G Zoning Condition Amendment |
| ☐ B Rezoning | ☐ H Density Transfer within Master Plan |
| ☐ C Master Plans | ☐ I Temporary Use Permit |
| ☒ D Master Plan Revisions | ☐ J Zoning Ordinance Text Amendment |
| ☐ E Conditional Use Permit | ☐ K Variance |
| ☐ F Land Use Modification | |

Sworn To and Subscribed Before Me This 3rd Day Of February, 20 25.

Notary Signature: _____

(Seal)





Community Development Department
110 Academy Street, Canton, Georgia 30114
770-704-1500

Authorization Of Applicant

This form is to be executed under oath. I, John Patrick Malloy, do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the owner of the property, which is the subject matter of the attached application, as is shown in the records of Cherokee County, Georgia. I hereby authorize the City of Canton and its representatives to inspect the property, which is the subject of this application, and post any notices required thereon.

This 3 day of Feb, 20 25.

Owner Signature: _____

Print Name: John Patrick Malloy

I, the above signed legal owner of the subject property, do hereby authorize the person named below to act as applicant in the pursuit of a request for:

- | | |
|---|--|
| ☐ A Annexation | ☐ G Zoning Condition Amendment |
| ☐ B Rezoning | ☐ H Density Transfer within Master Plan |
| ☐ C Master Plans | ☐ I Temporary Use Permit |
| ☒ D Master Plan Revisions | ☐ J Zoning Ordinance Text Amendment |
| ☐ E Conditional Use Permit | ☐ K Variance |
| ☐ F Land Use Modification | |

Name of Authorized Applicant: John David Gaskin

Signature: _____

Mailing Address: 4770 S. Atlanta Rd

Suite 100

City: Atlanta

State: GA

Zip Code: 30339

Telephone: 770.319.5258

Fax Number: _____

E-mail: john.gaskin@pmccommunities.com

Applicant Status:

- ☒ Owner
☐ Option to Purchase
☐ Leasee
☐ Area Resident
☐ Other (Explain): V.P. of Company

This Authorization of Applicant Form has been completed and the property owner's signature is Sworn To and Subscribed Before Me This 3rd Day Of February, 20 25.

Notary Signature: _____



(Seal)



Community Development Department

110 Academy Street, Canton, Georgia 30114
770-704-1500

Disclosure Form

O.C.G.A. § 36-67A-2 / O.C.G.A. § 36-67A-3 requires disclosure of campaign contributions to government officials by an applicant or opponent of a public hearing petition. Applicants must file this form with the Department of Community Development.

1. Name of Applicant/Opponent: John D. Casper Please Use Separate All Responses

Section 1

If the answer to any of the following questions is "Yes," complete Section 2.

- A) Are you, or anyone else with a property interest in the subject property, a member of the City of Canton Planning Commission or the City of Canton Mayor and Council?
☐ YES ☒ NO
- B) Does an official of such public bodies have any financial interest in any business entity which has a property interest in the subject property?
☐ YES ☒ NO
- C) Does a member of the family of such officials have an interest in the subject property as described in (A) and (B)?
☐ YES ☒ NO
- D) Within Two (2) years of immediately preceding this application have you made campaign contributions(s) or given gifts to such public officials aggregating \$250 or more?
☐ YES ☒ NO

Section 2

1. Name and the official position of the Canton Official to whom the campaign contribution was made *(Please use a separate form for each official to whom a contribution has been made in the past (2) years):*

2. List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Canton Official:

Description

\$ _____

\$ _____

\$ _____

Note: Complete a separate form for each authorized applicant.



Community Development Department
110 Academy Street, Canton, Georgia 30114
770-704-1500

Property Information:

Address: 109 Summit View Court
Land Lot(s): 118 District: 14 Section: _____ Map #: _____ Parcel #: 14N10J
Existing Zoning Of Property: PD-MU ☐ City ☐ County Total Acreage Of Property: .982 ac
Proposed Zoning Of Property: PUD-MU Existing Use(s) Of Property: Open Space
Directions to property from Main Street in downtown Canton:

① Go Reinhardt College Parkway to Laurel Canyon Pkwy.
② Laurel Canyon Pkwy to Laurel Vista Drive
③ Turn until reach roundabout at top of hill

Adjacent Property/Owner Information: Please provide the following information for all adjacent properties, including property connected by public rights-of-way. Attach additional sheets as necessary.

	OWNER NAME/ADDRESS	CURRENT ZONING	CURRENT LAND USE
NORTH	<u>MIKE COWINS</u>		
SOUTH			
EAST	<u>-SEE ATTACHED FOR</u>		
WEST	<u>FURTHER OWNERS</u>		
OTHER			

UTILITY INFORMATION

How is sewage from this development to be managed? _____

Proposed managing jurisdiction: _____

How will water be provided to the site? _____

Proposed managing jurisdiction: _____ Size Limit: _____



Community Development Department

110 Academy Street, Canton, Georgia 30114
770-704-1500

PUBLIC SCHOOL POLICY STATEMENT

The Mayor and Council of the City of Canton hereby recognize that growth and development can, at times, have an effect on school capacity within the county and therefore recognize the need to share information on developments that have regional impact. In an effort to cooperate with the Cherokee County School Board and share information on residential rezoning requests, master plan applications, and land use modifications to the comprehensive land use plan, the Mayor and Council hereby encourage open dialogue and meeting between the applicant and the appropriate school board representative. Therefore, developers whose projects consist of 25 or more residential units shall contact the Cherokee County School Board and communicate with a school board representative to discuss their intent. The applicant should be prepared to address such communication if requested by the Mayor and Council at the meeting in which final action is to be taken. (Section 8-8-B-37) (Amended: 12/07/00)

County Schools serving this development:

HIGH CHEROKEE CO. HIGH SCHOOL
MIDDLE TEASLEY MIDDLE SCHOOL
ELEMENTARY R.M. MOORE Elementary

TRAFFIC INFORMATION

Road/Street providing access: Reinhardt College Parkway

Width at property: (Road) _____ (Right-of-way) _____

Distance to nearest major thoroughfare: _____ Thoroughfare Name: _____

Description of Road accessing property (Classification): Public R/W (Laurel Vista Drive)

In support of this request, I submit the following items, which are attached and made a part of this application:

- ☒ Boundary Survey
- ☒ Legal Description
- ☒ Letter of Intent
- ☐ Traffic Analysis Report

- ☒ Master Plan / Site Plan
- ☐ Location Map
- ☐ Hydrology Study

(Guidelines available from Planning & Zoning Dept.)

- ☐ Board of Appeals Review Criteria Response
- ☐ Elevation Plans
- ☐ Petition Requesting Annexation
- ☐ Other (please explain) _____



Community Development Department

110 Academy Street, Canton, Georgia 30114

770-704-1500

PLEASE SEE ATTACHED

Review Criteria

(Applications Type A – J : ONLY)

How will this proposal be compatible with surrounding properties? _____

How will this proposal affect the use and value of surrounding properties? _____

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

What would be the increase to population and traffic if the proposal were approved? _____

What would be the impact to schools and utilities if the proposal were approved? _____

How is the proposal consistent with the Comprehensive Land Use Plan, particularly the Future Land Use Map?

Are there existing or changing conditions which affect the development of the property and support the proposed request? _____

Provide a Letter of Intent, which provides the necessary information to support your application.

1105 W. Peachtree St. NE, Suite 1000
Atlanta, Georgia 30309-9813
Tel: 404 815-3500
www.sgrlaw.com



Dennis (Den) J. Webb, Jr.
Direct Tel: 404-815-3620
Direct Fax: 404-685-6920
dwebb@sgrlaw.com

VIA SUBMISSION TO THE COMMUNITY DEV. DEPT.

Mayor & City Council for
The City of Canton Georgia &
Community Development Department for
The City of Canton, Georgia
110 Academy Street
Canton, Georgia 30114

RE: Master Plan Revision and Zoning Condition Amendment Application (the "Application") concerning lots located in POD 2 of Horizon at Laurel Canyon (the "Subject Property") Provided in Support of John D. Gaskin, Patrick Malloy Communities ("Applicant") and Ballantry PMC-Laurel Canyon, LLLP ("Owner")

This office represents the Applicant and Owner in connection with the above-referenced Application. This letter is provided to supplement the letter of intent submitted with the Application, which seeks to amend the Laurel Canyon Master Plan and zoning conditions. The Applicant is pursuing the proposed amendments to allow it to develop two homes on an approximately one-acre parcel located within a circle at the termination of Laurel Vista Drive. Importantly, the Applicant notified in advance potential buyers in the relevant POD, including those on Laurel Vista Drive, that it planned to develop the one-acre parcel at issue with two lots in the future (See, Ex. 1).

This request does not increase the total lot numbers within the POD. The POD will continue to be limited to 88 units. During the community's construction, two lots/units within the POD were lost on account of the relocation of Summit View Court. Additionally, the Applicant lost four lots when the City's Building Authority errantly constructed a maintenance shed within the boundaries of POD 3 and on property the Applicant owns. Approval of these two units in part counterbalances the units that were lost due to factors outside of the developer's control.

Finally, the zoning conditions (Condition 40) envisioned the construction of a water tower within the development and concepts for the construction of a water tower on the Subject Property were evidently discussed with the City in the early stages of this development proposal. Since these discussions, the City's water capacity and service capabilities have increased significantly,

and the development no longer requires the water facilities nor the Subject Property. Accordingly, Applicant requests that this condition be removed from the Property.

RESPONSES TO REVIEW CRITERIA

How will this proposal be compatible with surrounding properties? The proposed change will permit development and subdivision of an acre parcel for homes of a similar size, style, and price point as those surrounding the Subject Property. Further, the developer notified potential surrounding property owners before they bought their homes that the developer intended to develop these lots in the future. The Subject Property is currently undeveloped and is not utilized for any purpose. These lots will implement landscaping and setbacks to ensure that each is integrated within the style of the neighborhood.

Can the property be developed for a reasonable economic use as currently zoned? No. The Master Plan calls for the Subject Property to be left undeveloped, stripping it of any value. Further, the sole reason for leaving the lot undeveloped—to construct a water tower—is no longer valid. As indicated above, constructing the water tower has been deemed unnecessary.

What would be the increase to population and traffic if the proposal were approved? From a practical standpoint, the answer is none. As noted above, the developer is not increasing the total number of homes allowed in the POD, so any impact on population and traffic would be within the limits both originally contemplated by and ultimately approved by the City's Mayor and Council.

What would be the impact to schools and utilities if the proposal were approved? From a practical standpoint, the answer is none. As noted above, the developer is not increasing the total number of homes allowed in the POD, so any impact on schools would be within the limits both originally contemplated by and ultimately approved by the City's Mayor and Council.

How is the proposal consistent with the Comprehensive Land Use Plan, particularly the Future Land Use Map? The proposal essentially relocates lots within the development. It does not change the density or style of the development. The lots will be constructed with similar lot dimensions from those surrounding the Subject Property. Given that the modification is within the original intent of the prior zoning approval, it is consistent with the Comprehensive Land Use Plan.

Are there existing or changing conditions which affect the development of the property and support the proposed request? Yes. The Development was approved in 2005, nearly twenty years ago. Since then, the City has extensively improved its utility services and no longer needs reservations of land for utility improvements such as the water tower contemplated in Condition 40. Additionally, unforeseen circumstances that were beyond the developer's control—such as the City's construction of a maintenance building on the development—caused reductions in the yield of units. These circumstances warrant allowing additional units on the Subject Property.

The Applicant and its development team looks forward to working with the City in connection with this request and anticipates continued collaborative discussions with the City. Georgia law requires, however, that the Applicant submit certain notices and objections to preserve rights in connection with the Applicant and Owner's interests in the Subject Property. These objections are provided accordingly to reserve such rights.

The Applicant at issue in this zoning conditions and master plan modification application, respectfully submits that any decision of the City which would preclude the development of this project as requested is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to approve the Application would constitute a taking of the Owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

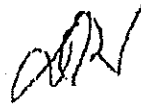
The Applicant also respectfully submits that any attempt by the City to impose greater restrictions upon the way the property will be developed than currently exist under the relevant City Code of Ordinances, including by applying later-adopted Ordinances or by approving the Application but conditioning said approval in such a way that the property may not be developed as designed, would be equally unlawful and unconstitutional. Such conditioning or restrictions would constitute an arbitrary and unreasonable use of the power delegated to the City because they could bear no substantial relation to the public health, safety, morality or general welfare of the public and would substantially harm the Applicant and owners of the property and deprive them of reasonable, investment backed expectations based upon the current Codes of the City. Finally, any use of the power delegated to the City to deny the Application or condition it would be a manifest abuse of its discretion.

A refusal to allow the zoning modification in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution. A refusal to allow the zoning modification in question would be invalid because it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

Page 4

Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

Sincerely,

A handwritten signature in black ink, appearing to be "DJB" or similar, written in a cursive style.

Dennis (Den) J. Webb, Jr.



Dear Applicant,

By signing this letter you have acknowledged that you have read and understand the City of Cantons "Housing Needs Assessment & Market Study". A copy of this study may be found on the City's website, www.cantonga.gov.

In addition by signing this letter you have acknowledged that you have read and understand the City of Canton's "Roadmap for Success". This plan was adopted by the Mayor and City Council on December 17, 2020. A copy of this document may also be found on the City's website, www.cantonga.gov. *

I, John D. Gaskin, as applicant and/or owner of the subject property(ies) do hereby attest that I have read and understand the City of Canton "Housing Needs Assessment & Market Study". The proposed project meets the tenets of success and assists the City in reaching goals through the proposed development. The specific means by which these items have been implemented may be found in the Letter of Intent.

Signature

Date: 2-3-21

Printed Name

John D. Gaskin

I, John Patrick Malley, as applicant and/or owner of the subject property(ies) do hereby attest that I have read and understand the City of Canton's "Roadmap for Success". The proposed project has implemented the "Roadmap for Success" or portions thereof within the proposed development. The specific means by which these items have been implemented may be found in the Letter of Intent.

Signature

Date: Feb 3 2021

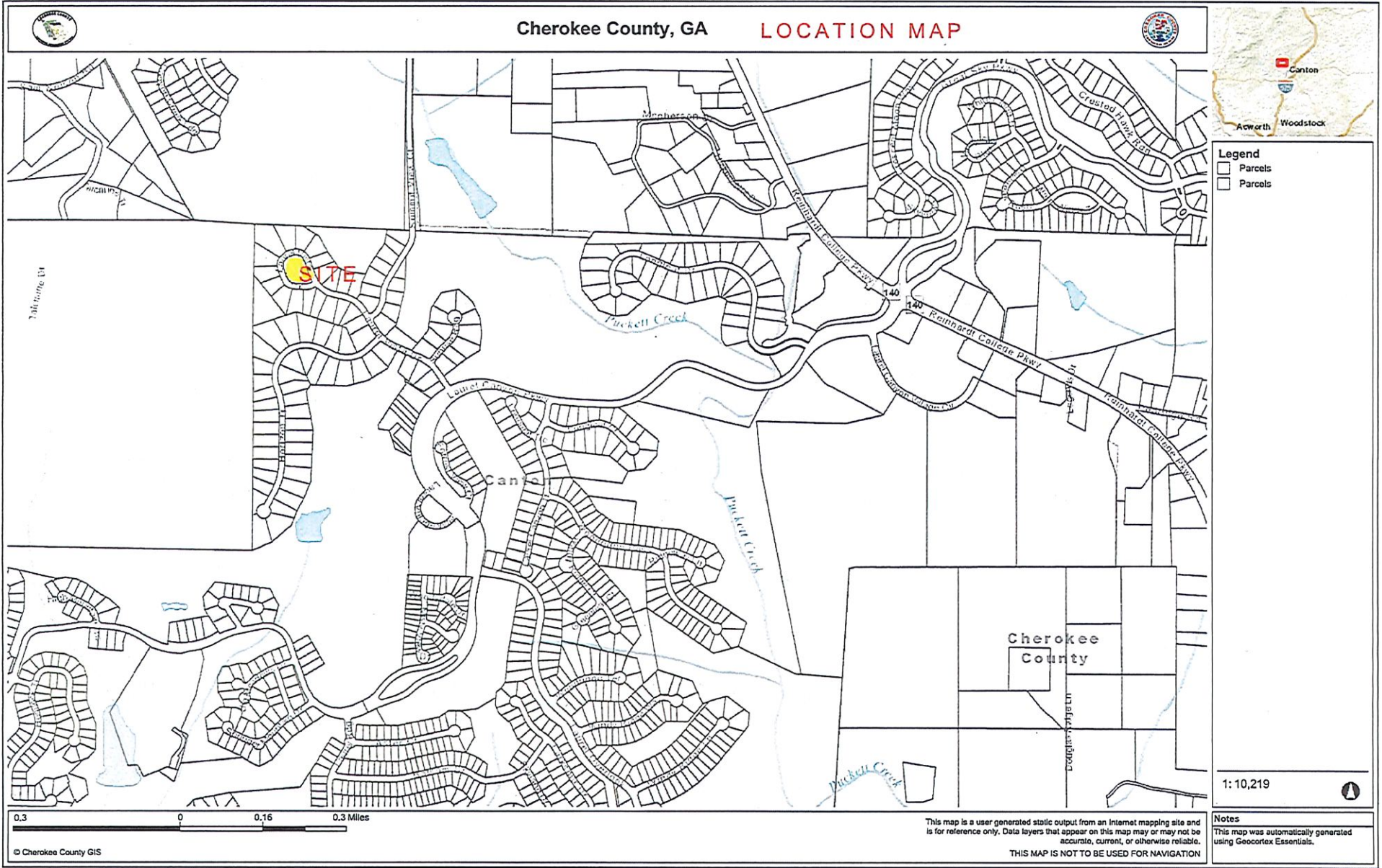
Printed Name

John Patrick Malley

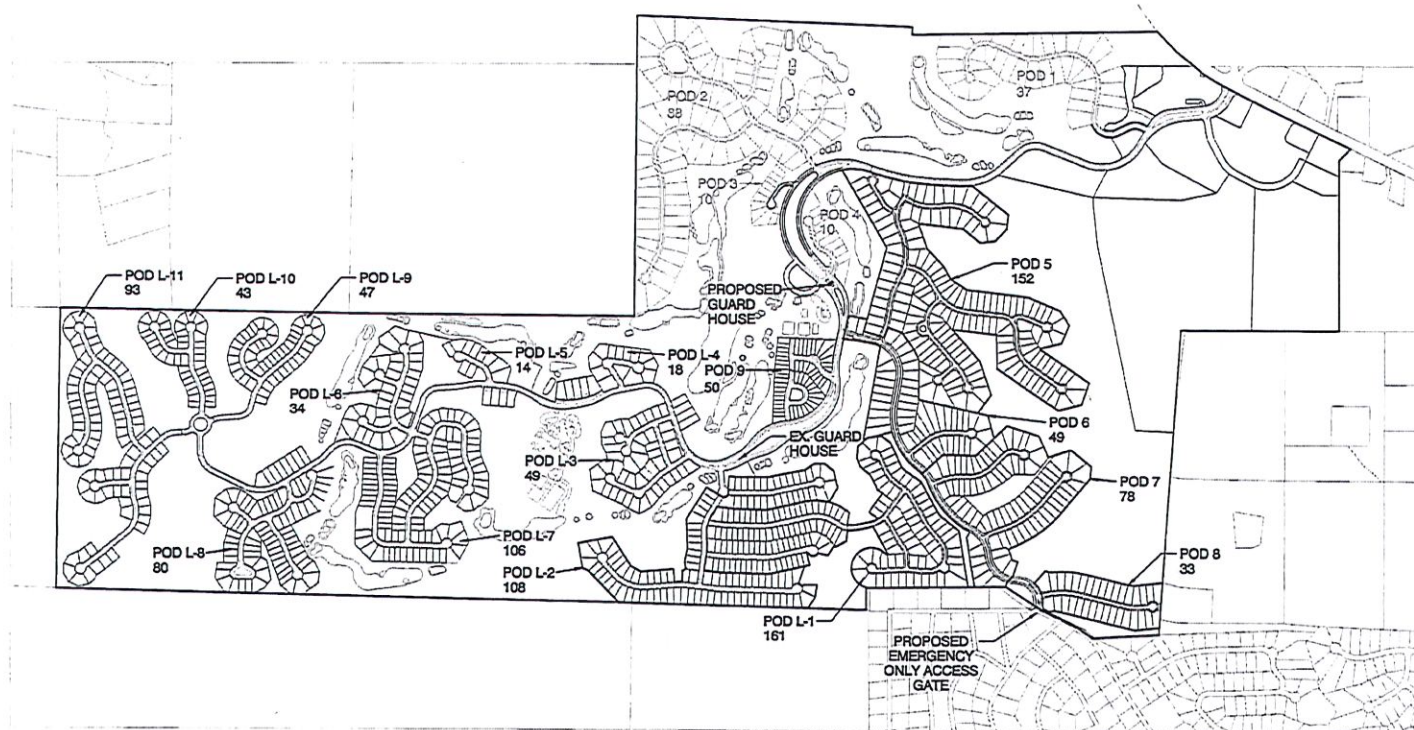
*Please be prepared to discuss the items with the City staff.

Phone: 770.704.1500 | Fax: 770.704.1530 | 110 Academy Street | Canton, Georgia 30114

cantonga.gov



MASTER PLAN



TERRATORY

Development Consultants
1777 Peachtree Road, Suite 100, Atlanta, Georgia 30339
Phone: (770) 750-4343 • Fax: (770) 750-4343

OWNER/DEVELOPER:
Southeast Capital Companies
2849 Peachtree Road SE, Suite 625
Atlanta, GA 30339
Direct: 404.504.3500
Fax: 404.504.3500

34-HOUR CONTACT:
NAME _____
PHONE: (____) _____

PROJECT:

**SOLEIL
LAUREL CANYON**

SHEET TITLE:

**MASTER
PLAN**

DRAWING DATE: **DECEMBER 6, 2014**

DRAWING SCALES:
HORIZONTAL SCALE: **1" = 300'**
VERTICAL SCALE: **N/A**

SHEET REVISIONS

NO.	DESCRIPTION	DATE

SHEET **MP-1**

LETTER OF INTENT

FEBRUARY 1, 2025

RE- REVISION TO MP0006-06 LAUREL CANYON MASTER PLAN- FEB 23, 2005 TO ALLOW ROUNDABOUT IN LAUREL CANYON HORIZON POD 2 TO BE CONVERTED TO 2 SINGLE FAMILY LOTS TO BRING THE APPROVED NUMBER OF LOTS BACK TO 88 LOTS AS ORIGINALLY ZONED.

John Gaskin as applicant on behalf of Patrick Malloy Companies, LLC (BUILDER) representing Ballantry Laurel Canyon, LLLP (OWNER) is requesting a Master Plan Revision to the Laurel canyon Master Plan based on the following facts and items:

- 1) On Feb 23, 2005, the Laurel Canyon Master Plan MP-0006-06 was revised and approved.*
- 2) The Feb. 23, 2005 Master Plan allowed 88 Single family Lots in Pod 2. (This Pod is now known as Pod 2 Horizon at laurel Canyon).*
- 3) Since the Feb 23, 2005 Master Plan revision a second entrance from laurel canyon was moved from the south side accessing Honey Dew Drive to the northern side of the development where Summit View Court was extended to provide the second entrance access to the development.*
- 4) When Summit View Court was extended, 2 lots were lost to the extension. The lot count for this Pod went from 88 approved lots to 86 actually being developed leaving a surplus of 2 lots allowed in Pod 2.*
- 5) There is a provision in Feb. 23, 2005 zoning conditions that allows the Developer the flexibility to transfer a maximum of 20% of the units from one POD to another (see attachment) as long as the total number within the entire project does not exceed 1405 units.*
- 6) Condition 40 in the Feb 2, 2003 revision stated that...THE DEVELOPER SHALL ENTER INTO A DEVELOPMENT AGREEMENT WITH THE CITY OF CANTON REGARDING AT A MINIMUM THE CONSTRUCTION OF A WATER TANK ON SITE. The original location of the water tank was in the large roundabout in POD 2 where the two lots are now being proposed by Applicant. As of the Date of this application, the City of Canton has not constructed nor shown evidence for the need for the water tank. Apparently upgrades to Great Sky water tank and pressurized pump system within the community have met the water pressure needs.*
- 7) It is the Applicants understanding from the City of Canton that the Development Agreement between CITY OF CANTON, GA and LAUREL CANYON, LLC dated Feb 3rd, 2005 EXPIRED in 2015 and any conditions or requirements contained in that Agreement have also expired.*

Given these facts the applicant on behalf of Owner is interested in requesting the following revisions to MP0006-06 laurel Canyon

- 1) *The Feb 23, 2205 MP0006-6 Laurel Canyon Master Plan be revised to 2 allow 2 lots within the 1 acre roundabout area in Horizon Pod2. The homes shall be compatible in size, style design and price as other surrounding homes in POD 2.*
- 2) *By allowing the 2 lots in the roundabout , this will allow the total number of lots in Pod 2 to be 88 which brings the lot total back to the originally approved number of lots in this Pod.*
- 3) *If the Master Plan revision is approved by Mayor and Council as described in Items 1 and 2 above, the applicant requests that Zoning Condition 40 from the Feb 23, 2005 Master Plan revisions be removed and as well as any conditions resulting from the Development Agreement dated Feb. 3, 2005 between the City of Canton, GA and Laurel Canyon, LLC that expired in 2015.*



Cherokee County, GA

LOCATION MAP



Legend
□ Parcels
□ Parcels

Cherokee
County

1:10,219



0.3 0 0.16 0.3 Miles

© Cherokee County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

This map was automatically generated using Geocortex Essentials.

Plat
Recorded 3/27/2023 11:00 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 120 Page 287
Participant IDs: 3645440314

OWNER

BALLANTYNE P&C LAUREL LLP
4770 S ATLANTA ROAD
ATLANTA, GA 30339

ENGINEER

THOMAS AND HUTTON
8353 PEACHTREE ROAD, SUITE 175
DUBLIN, GA 30144
(478) 843-1700

SURVEYOR

GUNN AND SURVEYING
141 RAILROAD STREET, SUITE 116
CANTON, GA 30114
(770) 480-7502

UTILITY

CITY OF CANTON WATER AND SEWER
110 ACADEMY STREET
CANTON, GA 30114
(770) 704-1538

SYMBOL LEGEND

- 1/2" REBAR FOUND
1/2" REBAR SET
RIGHT-OF-WAY MONUMENT FOUND
ADJOINING LOT NUMBER
LOT NUMBER
LAND LOT NUMBER
AIR CONDITIONING UNIT
BENCH MARK
BOLLARD
HANDICAP PARKING SPOT
SIGN
MANHOLE - UNKNOWN TYPE
HANDHOLE
CABLE TV BOX
CABLE TV MANHOLE
CABLE TV PEDESTAL
ELECTRIC BOX
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC PEDESTAL
GUY WIRE AND ANCHOR
GUY POLE
LIGHT POLE (LP)
POWER POLE (PP)
SERVICE POLE
HIGH VOLTAGE POWER POLE (HVPP)
TRANSFORMER
GAS MANHOLE
GAS VALVE
GAS METER
SANITARY SEWER CLEAN OUT
SANITARY SEWER MANHOLE
STORM SEWER CLEAN OUT
DOUBLE WING CATCH BASIN
SINGLE WING CATCH BASIN
CURB INLET
DROP INLET
FLARED END SECTION
HEADWALL
JUNCTION BOX
WEIR INLET
YARD INLET
TELEPHONE BOX
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
PEDESTRIAN SIGNAL POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
IRRIGATION CONTROL VALVE
POST INDICATOR VALVE
WATER MANHOLE
WATER METER
WATER VALVE
WATER VAULT
TREE

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 0.000000 PER ANGLE POINT AND A PRECISION RATIO OF 1:183,901. IT HAS BEEN ADJUSTED USING THE COMPASS METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 350,554.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE SS TOTAL STATION.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY GPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83) - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 11/14/2022

LAUREL CANYON POD 2 PHASE 4 IS NOT LOCATED IN A FLOOD HAZARD ZONE AS PER FEMA FLOOD INSURANCE RATE MAP OF CHEROKEE COUNTY, GEORGIA, PANEL NUMBER 130570014E, EFFECTIVE JUNE 7, 2019.

ALL IRON PINS SET ARE 1/2" REBAR CAPPED WITH "GUNN LSF 1033" UNLESS OTHERWISE NOTED.

ALL MATTERS OF TITLE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNN AND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF OR RELATED TO RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE OWNER, ARCHITECT, CONTRACTOR AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THE ADDRESS IS LISTED AS:
185 LAUREL CANYON PARKWAY
CANTON, GA 30114

THE CURRENT PARCEL IDENTIFICATION NUMBER IS 14-0135-0006.

ABBREVIATIONS

- A.E. ACCESS EASEMENT
B.C. BACK OF CURB
B.M. BENCHMARK
B.S. BUILDING SETBACK LINE
C&O CURB AND OUTLET
C.L. CENTERLINE
C.L.F. CHAIN LINK FENCE
C.M.F. CONCRETE MONUMENT FOUND
CONC. CONCRETE
COPED TOP PIPE
DB. DEED BOOK
D.E. DRAINAGE EASEMENT
EX. EXISTING
E.P. EDGE OF PAVEMENT
FENCE
L.L. LAND LOT LINE
O.T.P. OPEN TOP PIPE
P.B. PLAT BOOK
P.O. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PROP. PROPOSED
R/W. RIGHT OF WAY
S.S. SANITARY SEWER
S.S.E. SANITARY SEWER EASEMENT
P.L. PROPERTY LINE
S.S.M. SANITARY SEWER MANHOLE
U.E. UTILITY EASEMENT
C.I. CURB INLET
D.I. DROP INLET
D.C.B. DOUBLE WING CATCH BASIN
F.B. FLARED END SECTION
H.W. HEADWALL
J.B. JUNCTION BOX
O.C.S. OUTLET CONTROL STRUCTURE
S.W.B. SINGLE WING CATCH BASIN
W.I. WEIR INLET
Y.I. YARD INLET
C.M.P. CORRUGATED METAL PIPE
D.P. DUCTILE IRON PIPE
H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
P.V.C. POLYVINYL CHLORIDE PIPE
R.C.P. REINFORCED CONCRETE PIPE
W.C.P. WITRIFIED CLAY PIPE

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
RIGHT-OF-WAY CENTERLINE
CREEK CENTERLINE
LAND LOT LINE
METAL FENCE
WIRE FENCE
WOOD FENCE
GUARDRAIL
RAILROAD TRACK
OVERHEAD UTILITY LINE
UNDERGROUND CABLE TV LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND FIBER OPTIC LINE
UNDERGROUND GAS PIPE
UNDERGROUND SANITARY SEWER PIPE
UNDERGROUND STORM SEWER PIPE
UNDERGROUND STREET LIGHTING LINE
UNDERGROUND TELEPHONE LINE
UNDERGROUND TRAFFIC LINE
UNDERGROUND WATER PIPE

NOTES

1. ZONING IS PUD.
2. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE APPROVAL BY THE CITY OF CANTON ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND THAT IS DISTURBED.
3. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE APPROVAL BY THE CITY OF CANTON OF ANY LAND DISTURBING ACTIVITIES WHICH MAY IMPACT ANY ENDANGERED SPECIES. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY DISTURBANCE WHICH MAY HAVE THIS EFFECT.
4. THE SIGHT DISTANCE MEETS OR EXCEEDS CITY OF CANTON DEVELOPMENT REGULATIONS.
5. DRAINAGE EASEMENTS ARE DEDICATED TO PUBLIC USE AND ARE NOT ACCEPTED BY THE CITY OF CANTON FOR CITY MAINTENANCE AND ARE NOT CONSIDERED CITY PROPERTY.

LIFE SAFETY ACCESS NOTE

PUBLIC EMERGENCY ROAD EASEMENT IS FOR LIFE SAFETY ACCESS IN THE EVENT THERE IS AN INCIDENT WITHIN THE LAUREL CANYON DEVELOPMENT THAT WOULD RESTRICT ACCESS TO STATE ROUTE 140 THROUGH THE NORMAL ENTRANCE ALONG LAUREL CANYON PARKWAY. SOLE LAUREL CANYON AND LAUREL CANYON RESIDENTS WOULD HAVE ACCESS VIA LAUREL OVERLOOK ALONG WITH THOSE RESIDENTS WHO LIVE BETWEEN CHABATLE ROAD AND STATE ROUTE 140 (PUCKETT CREEK AREA) WHEN SHOAL CREEK ROAD IS IMPASSABLE.

BOUNDARY CURVE TABLE

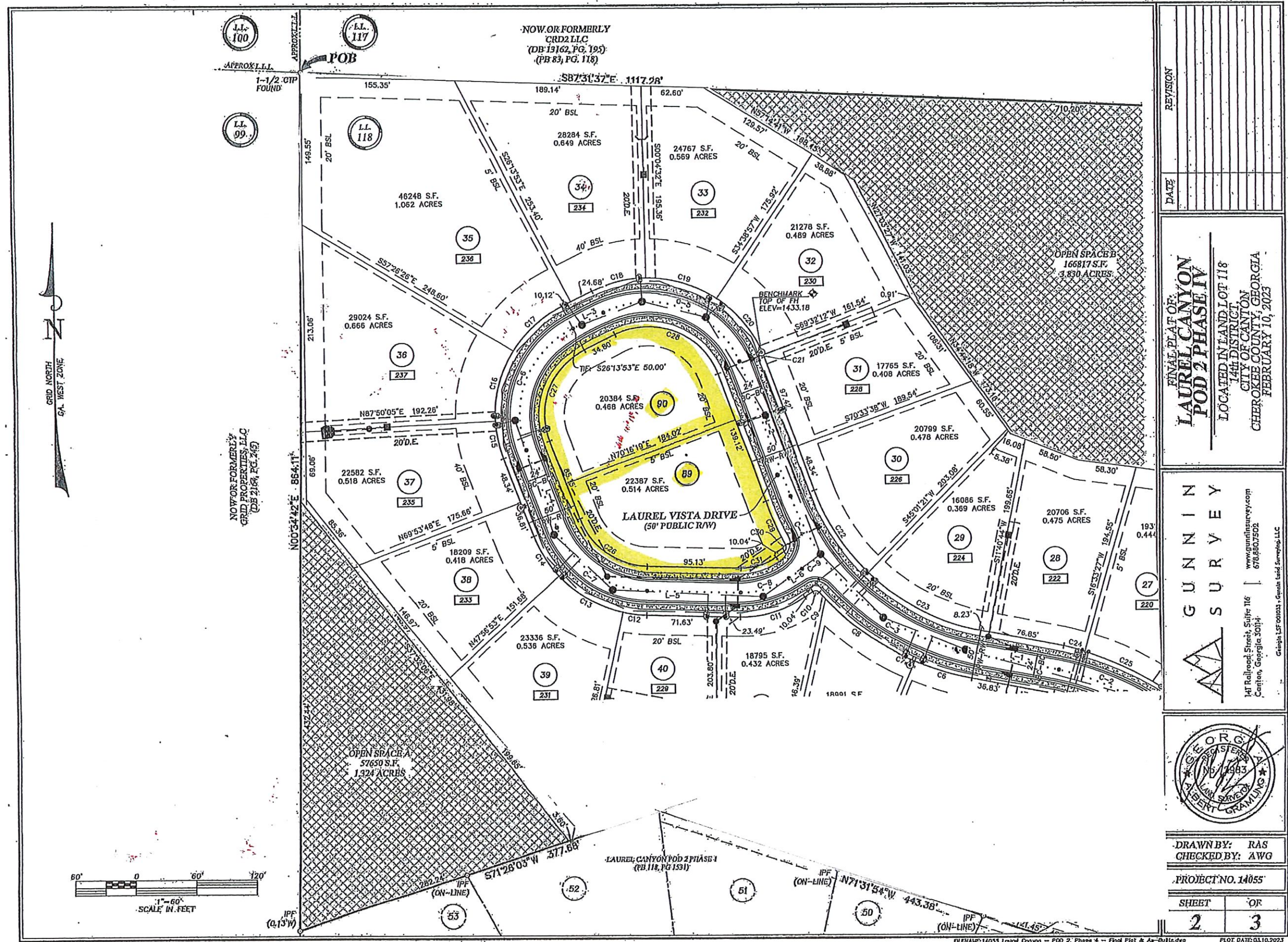
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	18.67	300.10	30.48	80°58'41"

CENTERLINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	18.67	300.10	30.48	80°58'41"
C2	18.67	300.10	30.48	80°58'41"
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C100	18.67	300.10	30.48	80°58'41"

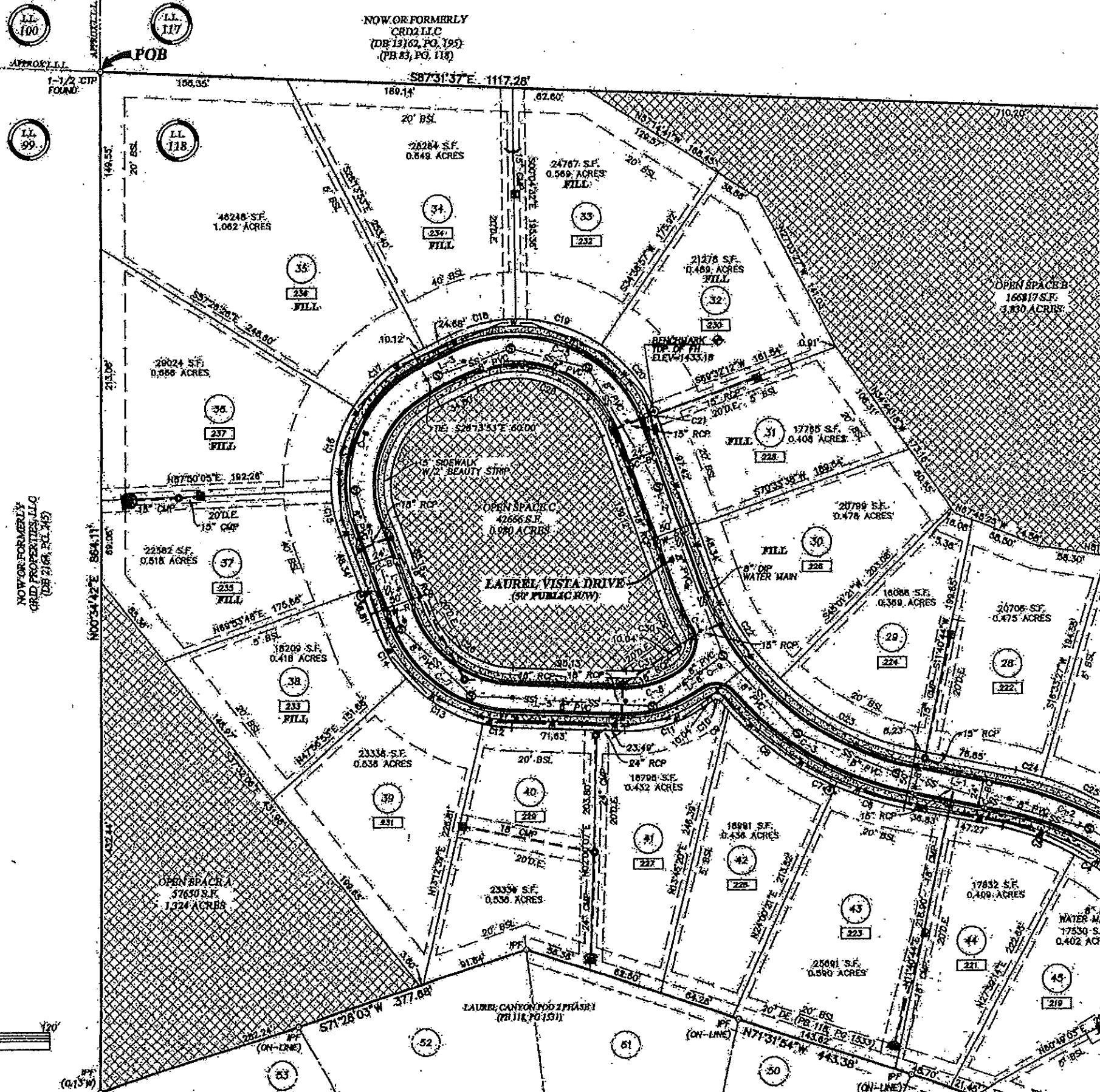
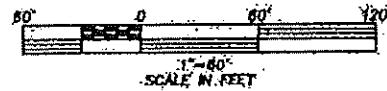
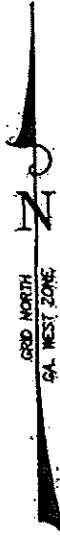
LOT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
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C2	18.67	300.10	30.48	80°58'41"
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Plat
Recorded 3/27/2023 11:00 AM
Patty Baker
Clerk of Superior Court
Cherokee County, GA
Book 120 Page 288
Participant IDs: 3645440314

RESERVED FOR PLAT FILING



REVISION

DATE

FINAL PLAT OF
**LAUREL CANYON
POD 2 PHASE IV**
LOCATED IN LAND LOT 118
14th DISTRICT
CITY OF CANTON
CHEROKEE COUNTY, GEORGIA
FEBRUARY 10, 2023

GUNN
SURVEY



141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunnsurvey.com
678.860.7502

Project: LSP 202301 - Granite Land Survey, LLC



DRAWN BY: RAS
CHECKED BY: AWG

PROJECT NO. 14035

SHEET 2 OF 3

Exhibit "A" to Deed

Legal Description

All that tract or parcel of land lying and being in in Land Lot 118 of the 14th district, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at a one and a half inch crimped top pipe found at the intersection of Land Lots 99, 100, 117, and 118. Said point being the **TRUE POINT OF BEGINNING**.

From the **TRUE POINT OF BEGINNING** as thus established,

Thence South 87 Degrees 31 Minutes 37 Seconds East a distance of 407.09 feet to a point;
Thence South 57 Degrees 14 Minutes 41 Seconds East a distance of 168.45 feet to a point;
Thence South 27 Degrees 03 Minutes 27 Seconds East a distance of 141.03 feet to a point;
Thence South 34 Degrees 44 Minutes 18 Seconds East a distance of 173.16 feet to a point;
Thence South 67 Degrees 45 Minutes 25 Seconds East a distance of 74.58 feet to a point;
Thence South 81 Degrees 30 Minutes 09 Seconds East a distance of 157.76 feet to a point;
Thence South 25 Degrees 13 Minutes 23 Seconds West a distance of 70.87 feet to a point;
Thence South 09 Degrees 54 Minutes 01 Seconds West a distance of 107.76 feet to a point;
Thence South 36 Degrees 57 Minutes 45 Seconds West a distance of 48.63 feet to a point;
Thence along a curve to the right, an arc distance of 151.57 feet, said curve having a radius of 360.10 feet and being subtended by a chord of 150.46 feet, at South 40 Degrees 58 Minutes 44 Seconds East to a point;
Thence South 60 Degrees 46 Minutes 03 Seconds West a distance of 50.00 feet to a point;
Thence South 29 Degrees 13 Minutes 57 Seconds East a distance of 91.79 feet to a point;
Thence South 60 Degrees 49 Minutes 03 Seconds West a distance of 185.88 feet to a point;
Thence North 22 Degrees 50 Minutes 30 Seconds West a distance of 66.98 feet to a point;
Thence North 71 Degrees 31 Minutes 54 Seconds West a distance of 67.92 feet to a point;
Thence North 27 Degrees 59 Minutes 14 Seconds East a distance of 222.65 feet to a point;
Thence along a curve to the left, an arc distance of 64.73 feet, said curve having a radius of 249.92 feet and being subtended by a chord of 64.55 feet, at North 68 Degrees 32 Minutes 13 Seconds West to a point;
Thence North 78 Degrees 19 Minutes 16 Seconds West a distance of 47.27 feet to a point;
Thence South 11 Degrees 40 Minutes 44 Seconds West a distance of 218.90 feet to a point;
Thence North 71 Degrees 31 Minutes 54 Seconds West a distance of 143.62 feet to a point;
Thence North 24 Degrees 00 Minutes 21 Seconds East a distance of 213.52 feet to a point;
Thence along a curve to the right, an arc distance of 20.19 feet, said curve having a radius of 275.00 feet and being subtended by a chord of 20.19 feet, at North 63 Degrees 34 Minutes 17 Seconds West to a point;
Thence along a curve to the right, an arc distance of 90.78 feet, said curve having a radius of 270.69 feet and being subtended by a chord of 90.35 feet, at North 51 Degrees 58 Minutes 49 Seconds West to a point;
Thence South 13 Degrees 45 Minutes 20 Seconds West a distance of 246.39 feet to a point;
Thence North 71 Degrees 31 Minutes 54 Seconds West a distance of 118.85 feet to a point;
Thence South 71 Degrees 26 Minutes 03 Seconds West a distance of 95.44 feet to a point;

Thence North 37 Degrees 32 Minutes 06 Seconds West a distance of 431.98 feet to a point;
Thence North 00 Degrees 34 Minutes 42 Seconds East a distance of 431.67 feet to a point,
said point being the **TRUE POINT OF BEGINNING**.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot 118 of the 14th District, Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING at a one and a half inch crimped top pipe found at the intersection of Land Lots 99, 100, 117, and 118; Thence South 87 Degrees 31 Minutes 37 Seconds East a distance of 407.09 feet to a point; Thence South 57 Degrees 14 Minutes 41 Seconds East a distance of 168.45 feet to a point; Thence South 27 Degrees 03 Minutes 27 Seconds East a distance of 141.03 feet to a point; Thence South 34 Degrees 44 Minutes 18 Seconds East a distance of 173.16 feet to a point; Thence South 67 Degrees 45 Minutes 25 Seconds East a distance of 74.58 feet to a point; Thence South 81 Degrees 30 Minutes 09 Seconds East a distance of 157.76 feet to a point; Thence South 25 Degrees 13 Minutes 23 Seconds West a distance of 70.87 feet to a point; Thence South 09 Degrees 54 Minutes 01 Seconds West a distance of 107.76 feet to a point; Thence South 36 Degrees 57 Minutes 45 Seconds West a distance of 48.63 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

From the **TRUE POINT OF BEGINNING** as thus established,

Thence along a curve to the right, an arc distance of 151.57 feet, said curve having a radius of 360.10 feet and being subtended by a chord of 150.46 feet, at South 40 Degrees 58 Minutes 44 Seconds East to a point;

Thence South 60 Degrees 46 Minutes 03 Seconds West a distance of 50.00 feet to a point;

Thence along a curve to the left, an arc distance of 129.64 feet, said curve having a radius of 310.12 feet and being subtended by a chord of 128.69 feet, at North 40 Degrees 50 Minutes 48 Seconds West to a point;

Thence along a curve to the left, an arc distance of 22.56 feet, said curve having a radius of 249.92 feet and being subtended by a chord of 22.55 feet, at North 58 Degrees 31 Minutes 54 Seconds West to a point;

Thence along a curve to the left, an arc distance of 64.73 feet, said curve having a radius of 249.92 feet and being subtended by a chord of 64.55 feet, at North 68 Degrees 32 Minutes 13 Seconds West to a point;

Thence North 78 Degrees 19 Minutes 16 Seconds West a distance of 84.10 feet to a point;

Thence along a curve to the right, an arc distance of 80.89 feet, said curve having a radius of 275.00 feet and being subtended by a chord of 80.60 feet, at North 69 Degrees 53 Minutes 40 Seconds West to a point;

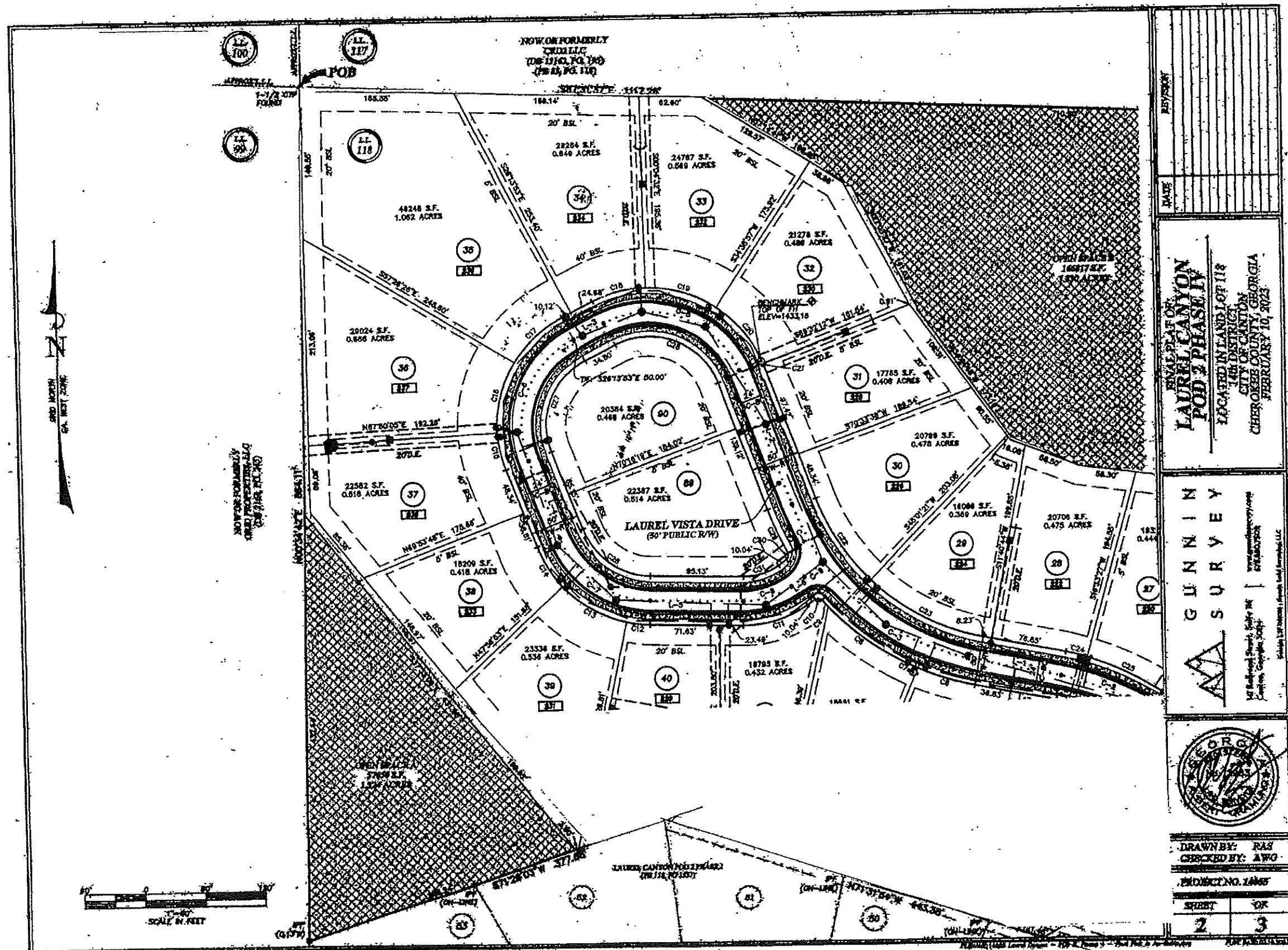
Thence along a curve to the right, an arc distance of 100.47 feet, said curve having a radius of 270.69 feet and being subtended by a chord of 99.89 feet, at North 50 Degrees 57 Minutes 18 Seconds West to a point;

Thence along a curve to the left, an arc distance of 7.32 feet, said curve having a radius of 5.00 feet and being subtended by a chord of 6.69 feet, at North 82 Degrees 25 Minutes 24 Seconds West to a point;

Thence South 55 Degrees 37 Minutes 02 Seconds West a distance of 10.04 feet to a point;

Thence along a curve to the right, an arc distance of 69.85 feet, said curve having a radius of 110.00 feet and being subtended by a chord of 68.69 feet, at South 73 Degrees 48 Minutes 34 Seconds West to a point;
Thence North 87 Degrees 59 Minutes 53 Seconds West a distance of 95.13 feet to a point;
Thence along a curve to the right, an arc distance of 148.12 feet, said curve having a radius of 125.00 feet and being subtended by a chord of 139.61 feet, at North 54 Degrees 03 Minutes 02 Seconds West to a point;
Thence North 20 Degrees 06 Minutes 12 Seconds West a distance of 85.15 feet to a point;
Thence along a curve to the right, an arc distance of 182.98 feet, said curve having a radius of 125.00 feet and being subtended by a chord of 167.07 feet, at North 21 Degrees 49 Minutes 57 Seconds East to a point;
Thence North 63 Degrees 46 Minutes 07 Seconds East a distance of 34.80 feet to a point;
Thence along a curve to the right, an arc distance of 211.17 feet, said curve having a radius of 125.00 feet and being subtended by a chord of 186.94 feet, at South 67 Degrees 50 Minutes 08 Seconds East to a point;
Thence South 19 Degrees 26 Minutes 22 Seconds East a distance of 145.76 feet to a point;
Thence along a curve to the left, an arc distance of 231.23 feet, said curve having a radius of 225.00 feet and being subtended by a chord of 221.19 feet, at South 48 Degrees 52 Minutes 49 Seconds East to a point;
Thence South 78 Degrees 19 Minutes 16 Seconds East a distance of 85.08 feet to a point;
Thence along a curve to the right, an arc distance of 107.20 feet, said curve having a radius of 299.92 feet and being subtended by a chord of 106.63 feet, at South 65 Degrees 55 Minutes 21 Seconds East to a point;
said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 9.468 Acres.



STATE OF GEORGIA

COUNTY OF CHEROKEE

CITY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 3rd day of February, 2005, by and between CITY OF CANTON, a Georgia municipal corporation (the "City"), and LAUREL CANYON, LLC, a Georgia limited liability company ("Laurel Canyon").

WITNESSETH:

WHEREAS, Laurel Canyon is the contract purchaser of certain real property being more particularly described on Exhibit "A" ("Laurel Canyon Development" or "Laurel Canyon Property"), and following acquisition thereof intends to develop the Laurel Canyon Property for a residential and related purposes;

WHEREAS, Levitt and Sons of Cherokee County, LLC ("Levitt") intends to acquire a portion of the Laurel Canyon Property from Laurel Canyon immediately following the acquisition of the Laurel Canyon Property by Laurel Canyon (the portion of the Laurel Canyon Property to be acquired by Levitt is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof and is herein referred to as the "Levitt Property"); and

WHEREAS, Laurel Canyon and the City desire to enter into this Agreement for the purpose of setting forth their mutual understanding of certain agreements reached by the parties hereto;

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

1.1 INTENTIONALLY DELETED.

1.2 "Fire Station Property" shall have the meaning ascribed thereto in Paragraph 4.1 hereof

1.3 "Governmental Authority" shall mean any governmental body, including the United States, the State of Georgia, Cherokee County, the City of Canton, and any department, subdivision or instrumentality thereof.

1.4 "Governmental Requirements" or "Legal Requirements" shall mean and refer to all laws, ordinances, rules, and regulations of any Governmental Authority, including without limitation zoning conditions, presently in effect or hereafter enacted, as amended from time to time.

1.5 "Monetary Encumbrances" shall mean any security deed, judgment or lien.

1.6 "Original Term" means the period from the date of this Agreement until the end of the calendar year in effect at the date of this Agreement.

1.7 "Renewal Term" means the automatic renewal term of this Agreement as provided for in Section 12 of this Agreement, each having a duration of one year and a term co-extensive with the calendar year, except the last of such automatic renewal terms, which shall end on December 31, 2015.

1.8 "Sanitary Sewer Facilities" shall have the meaning ascribed therein in Paragraph 2.1 hereof.

1.9 "Sanitary Sewer Facilities Statement" shall have the meaning ascribed therein in Paragraph 2.2 hereof.

1.10 "Permitted Exceptions" shall have the meaning ascribed therein in Paragraph 4.2 hereof.

1.11 "Water Tower" shall have the meaning ascribed therein in Paragraph 5.1 hereof.

1.12 "Water Tower Cost Statement" shall have the meaning ascribed therein in Paragraph 5.3 hereof.

1.13 "Water Tower Plans" shall have the meaning ascribed therein in Paragraph 5.2 hereof.

2. DESIGN, ENGINEERING AND CONSTRUCTION OF SANITARY SEWER LINES.

2.1 Subject to the provisions of Paragraph 2.2 hereof, Laurel Canyon shall be responsible to pay all costs necessary to design, engineer and construct the pump stations, force mains, outfall lines and other facilities, on and off-site, which are necessary to collect within, and discharge sewage from, the Laurel Canyon Property to a treatment plant designated by the City (collectively, the "Sanitary Sewer Facilities") within twenty-three (23) months following the date Laurel Canyon acquires the Laurel Canyon Property. Laurel Canyon shall be responsible for payment of all costs and expenses required to carry out its obligations under this Paragraph 2.1.

2.2 Those facilities within the definition of Sanitary Sewer Facilities which are off-site are herein referred to as the "Off-Site Sanitary Sewer Facilities." Within approximately sixty (60) days following completion of the Off-Site Sanitary Sewer Facilities, Laurel Canyon shall sell and convey to the City the Off-Site Sanitary Sewer Facilities in partial consideration for the City's issuance of the Sewer Tap Permits described below, in an amount equal to the total cost (hard costs only) to construct the Off-Site Sanitary Sewer Facilities, not to

exceed \$1,696,695.00. The term "hard costs" shall mean the actual cost of materials and labor incurred by Laurel Canyon and shall exclude any costs normally considered to be soft costs, including without limitation engineering and surveying costs. In consideration of Laurel's Canyon's agreement to construct the Off-Site Sanitary Sewer Facilities, the City has agreed to sell to Laurel Canyon, on the date hereof, 1,245 sewer tap permits (including water meters) ("Sewer Tap Permits") for use in connection with the construction by Laurel Canyon or its successors-in-title within the Laurel Canyon Property of single-family residences. The City agrees that it will from time to time issue such other evidence of the Sewer Tap Permits, or any one or more of them, and will confirm in writing to Laurel Canyon or its successors-in-title to the Laurel Canyon Property the existence and validity of the Sewer Tap Permits, or any one or more of them. The total purchase price for the acquisition of the Sewer Tap Permits is \$2,875,950.00 (\$2,310.00 X 1,245 Sewer Tap Permits) ("Purchase Price"). Said Purchase Price has been paid on the date hereof as follows:

- (a) the sum of \$1,179,255.00 in cash is hereby paid to the City, and
- (b) as described above, Laurel Canyon shall pay the cost of construction of the Off-Site Sanitary Sewer Facilities and convey the same to the City.

The City shall, on behalf of Laurel Canyon, issue the Sewer Tap Permits to home builders within the Laurel Canyon Development. However, Laurel Canyon shall collect from each home builder the City's then-current fee for the Sewer Tap Permit, until Laurel Canyon has received an amount equal to the Purchase Price, and issue a voucher (in a form approved by the City) in the amount of the then-current fee for the Sewer Tap Permit that the home builder will present to the City in exchange for its Sewer Tap Permit. Laurel Canyon and the City shall cooperate with each other from time to time, as requested by either party, to reconcile the voucher amounts that have been honored by the City and the amounts that have been received by Laurel Canyon from its home builders.

For avoidance of doubt, Laurel Canyon and the City agree that the Sewer Tap Permits acquired by Laurel Canyon on the date hereof may only be used within the Laurel Canyon Development.

2.3 Laurel Canyon shall be responsible for obtaining and recording in the Cherokee County, Georgia Deed Records, at its sole cost and expense, all easements necessary for construction of the Sanitary Sewer Facilities from the Laurel Canyon Property to the treatment plant, said Sanitary Sewer Facilities entering the Laurel Canyon Property at such point(s) as may be mutually agreed upon by the City and Laurel Canyon. Laurel Canyon shall be responsible, at its sole cost and expense, for obtaining appraisals of the easements to be acquired. Laurel Canyon agrees to use its best efforts to obtain such easements (including offering to pay the appraised value of such easements to the property owner). All costs and expenses incurred by Laurel Canyon under this subparagraph 2.3 shall be added to the Off-Site Sanitary Sewer Facilities Purchase Price, to be paid to Laurel Canyon pursuant to subparagraph 2.2 hereof.

2.4 The City shall be responsible for obtaining, at its sole cost and expense, all permits necessary for Laurel Canyon's construction of the Off-Site Sanitary Sewer Facilities. The City shall obtain and deliver to Laurel Canyon, within eight (8) month(s) following the date Laurel Canyon acquires the Laurel Canyon Property, all such permits.

2.5 Laurel Canyon shall obtain at least three (3) bids for all construction work for the Off-Site Sanitary Sewer Facilities and shall accept the lowest and best bid or be responsible for the difference (without reimbursement) between the lowest and best bid and the bid it actually accepts. The Off-Site Sanitary Sewer Facilities Purchase Price shall be calculated based on such lowest and best bids.

3. INTENTIONALLY DELETED.

4. CONVEYANCE TO THE CITY OF FIRE STATION PROPERTY.

4.1 Laurel Canyon agrees to convey, or cause to be conveyed, to the City that certain real property being more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof ("Fire Station Property") immediately following acquisition of the Laurel Canyon Property by Laurel Canyon (on the same day, at the same closing). Laurel Canyon shall pay for the cost of the survey of the Laurel Canyon Property and the Fire Station Property.

4.2 Laurel Canyon shall convey, or cause to be conveyed, the Fire Station Property to the City by Limited Warranty Deed, free and clear of any Monetary Encumbrances, subject only to the following matters (collectively, the "Permitted Exceptions"):

4.2.1 all zoning, building and use laws, ordinances, rules and regulations of any governmental authority or quasi-governmental authority performing similar functions and having jurisdiction thereover;

4.2.2 the lien for ad valorem taxes not yet due and payable,

4.2.3 all licenses, easements, right-of-way deeds, affidavits, agreements, covenants, encumbrances, restrictions, defects and matters of record on the date of conveyance, including without limitation all matters shown on any subdivision or other plat recorded with respect to the Fire Station Property;

4.2.4 all matters that would be shown by an accurate survey and inspection of the Fire Station Property on the date of conveyance,

4.2.5 any other matter described in this Agreement as a Permitted Exception.

4.3 The Fire Station Property shall be conveyed to the City free and clear of all Monetary Encumbrances. Laurel Canyon shall execute and deliver to the City, simultaneously with such conveyance, such other documents as may be required by Chicago

Title Insurance Company to insure title to the Fire Station Property in the City's name, subject only to the Permitted Exceptions, or as may be reasonably required by the City or its counsel. Laurel Canyon shall pay the cost to record the Limited Warranty Deed.

4.4 As consideration for conveyance of the Fire Station Property to the City, the City agrees that Laurel Canyon shall have an impact fee credit in the amount of \$75,000.00 per acre contained in the Fire Station Property for use against fire and safety impact fees due and payable in connection with the issuance of building permits within the Laurel Canyon Development. The impact fee credit, or portions thereof, may be transferred or assigned to the successors-in-title of Laurel Canyon within the Laurel Canyon Development. The City shall pay to record the deed conveying the Fire Station Property to the City.

5. CONSTRUCTION OF WATER TOWER.

5.1 Laurel Canyon agrees to construct a water tower ("Water Tower") pursuant to the "Water Tower Plans" (as herein defined) within twenty-four (24) months following the approval of the Water Tower Plans and issuance of all permits required for the construction of the Water Tower. The Water Tower shall be located on certain real property within the Laurel Canyon Property approved by the City and Laurel Canyon. The Water Tower and all related improvements such as the water pump station shall be sold and conveyed to the City upon completion, subject to the normal and customary maintenance period.

5.2 Laurel Canyon shall be responsible, at its sole cost and expense, for the total cost to design, engineer and construct the Water Tower, including without limitation the cost to prepare the Water Tower Plans. Laurel Canyon shall enter into all contracts necessary to design and engineer the Water Tower; prepare the Water Tower Plans, and construct the Water Tower. The general contractor and sub-contractors shall be subject to the City's approval. The City shall provide to Laurel Canyon the requirements for the Water Tower within thirty (30) days following the date Laurel Canyon makes a request for the requirements. Laurel Canyon shall then cause the plans for the Water Tower to be prepared and the submitted to the City; and the City shall approve such plans, such approval not to be unreasonably withheld, delayed or conditioned (such plans, when approved, being herein referred to as the "Water Tower Plans").

5.3 Laurel Canyon shall be responsible for 100% of the cost to design, engineer and construct the Water Tower. The City shall pay a purchase price of \$100 for the Water Tower, provided that Laurel Canyon or its successors-in-title will use 100% of the capacity of the Water Tower. Otherwise, the City shall pay a purchase price for the Water Tower equal to 100% of the marginal costs above the cost that would have been incurred by Laurel Canyon had Laurel Canyon only designed, engineered and constructed the Water Tower with capacity for the use by Laurel Canyon and its successors-in-title. Within approximately thirty (30) days following completion of the Water Tower in accordance with the Water Tower Plans, Laurel Canyon shall provide the City with a statement (together with invoices) showing the total cost to design and engineer the Water Tower, prepare the Water Tower Plans, and construct the Water Tower ("Water Tower Cost Statement") and such other supporting documentation as necessary to demonstrate the City's purchase price for the Water Tower. The

City shall pay Laurel Canyon, within thirty (30) days following receipt of the Water Tower Cost Statement, the purchase price for the Water Tower, without interest.

6. CONSTRUCTION OF IMPROVEMENTS.

6.1 All materials furnished for the construction of improvements by any party hereto shall be new and the finished improvements shall be constructed in a good and workmanlike manner, of good quality, free from faults and defects and shall conform to all applicable Legal Requirements and the plans and specifications approved with respect thereto. All improvements to be constructed hereunder will be completed free and clear of all liens, claims and encumbrances.

6.2 Each party responsible for constructing any improvements under this Agreement shall commence construction of such improvements promptly following the issuance of all necessary permits, and shall prosecute the construction thereof diligently and continuously, in a good and workmanlike manner; and in accordance with sound building and engineering practices.

6.3 The obligations of each party hereunder with respect to the construction of any improvements shall (unless otherwise provided herein) include, without limitation, (a) such party's acquiring all land disturbance, tree removal, grading, sewer, storm water management, utilities, parking, traffic and department of transportation, building, occupancy, sign and driveway (including ingress and egress to public thoroughfares) permits, variances, approvals and licenses, and any other permits, variances, approvals and licenses that are necessary or advisable to construct such improvements; and (b) such party's filing all necessary applications for said permits, variances, approvals and licenses and paying all fees, charges, penalties and fines associated with such applications, permits, variances, approvals and licenses. Following the acquisition by Laurel Canyon of the Laurel Canyon Property, each party shall proceed promptly, diligently and in good faith to comply with the provisions of this Paragraph.

6.4 All construction shall comply with the City's development regulations and applicable building codes.

7. DEFAULT. In the event of any dispute arising under or in connection with this Agreement, each party agrees that prior to the institution of any legal proceedings, the parties shall attempt for a period of thirty (30) days following written notice from any party hereto to mediate such dispute in order to reach an amicable resolution thereof. In the event mediation is unsuccessful, and if the parties agree in writing, the dispute shall be submitted to mandatory arbitration before the American Arbitration Association under its Expedited Procedures for Commercial Disputes in effect at the time arbitration is commenced. The decision of the arbitrator shall be final and not subject to appeal. This provision shall be governed by the laws of the United States and the State of Georgia governing arbitration.

8. NOTICES Any notice, demand, request, delivery or other communication required or permitted to be given hereunder (a "notice") shall be in writing and either (i)

delivered by a commercial courier service ("Courier"), (ii) sent by U.S. Certified or Registered Mail, return receipt requested, postage prepaid ("U.S. Mail"), (iii) sent by a nationally recognized overnight delivery service such as Federal Express, UPS or a similar service ("Overnight Courier"), or (iv) sent by facsimile transmission ("Fax"), to the party being given such notice (with a copy of such notice being given simultaneously to the third party hereto) at the following addresses:

City:

City of Canton
City Hall
687 Marietta Highway
Canton, GA 30114
Attn: Mayor Cecil Pruett
Telephone: (770) 704-1506
Facsimile: (770) 479-1266

with a copy to:

William G. Hasty, Jr., Esq.
Law Offices of Hasty, Pope & Ball
P.O. Box 1818
Canton, GA 30114
Telephone: (770) 479-0366
Facsimile: (770) 479-0139

Laurel Canyon:

Laurel Canyon, LLC
3740 Davinoli Court
Suite 450
Norcross, GA 30092
Attn: George C. Berkow
Telephone: (770) 263-0424
Facsimile: (770) 263-6281

with copies to:

Marks & Williams, LLC
Two Midtown Plaza, Suite 1150
1349 West Peachtree Street
Atlanta, GA 30309
Attn: Randolph A. Marks, Esq.
Telephone: (404) 892-3999
Facsimile: (404) 892-2824

and

Levitt and Sons of Cherokee County, LLC
Suite 115
675 Mansell Road
Roswell, GA 30076
Telephone: (770) 551-9591

Attn: Dan Grosswald, President

And

Levitt and Sons
7777 Glades Road, Suite 410
Boca Raton, FL 33607
Attn: Elliott Wiener, President

and
Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Blvd., 15th Floor
Ft. Lauderdale, FL 33301
Attn: Barry B. Somerstein, Esq.
Telephone: (954) 527-2405
Facsimile: (954) 333-4005

All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) depending on the form of delivery, as follows: (i) if delivered by a Courier, on the date of receipt, or (ii) if sent by Mail, three (3) days after being deposited in the United States Mail, or (iii) if sent by an Overnight Courier, on the date of receipt, or (iv) if sent by Fax, on the date of receipt, on shown by a transmission report generated by the sending party's fax machine (provided also that the sending party sent a copy of the notice sent by Fax by another permitted method within one (1) business day of the day the notice was sent by Fax). Rejection or failure to claim delivery of any such notice, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice sent as of the date of attempted delivery by a Courier, the date of deposit in the Mail, the date of attempted delivery by an Overnight Courier or the date of attempted delivery of the notice by Fax, as the case may be. By giving at least ten (10) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses.

9. MISCELLANEOUS

9.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto. Time is of the essence of this Agreement. Provided, however, if the deadline for performance of any obligation by either party shall fall on a weekend day or a date recognized as a holiday by banks in the State of Georgia, then such deadline shall automatically be deemed to fall on the first business day thereafter. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9.2 To the extent permitted by law, in the event either party is required to enforce the provisions of this Agreement, such party, if it prevails, shall be entitled to receive

from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred, at trial and on appeal, in connection with such enforcement.

9.3. Any amounts payable hereunder which are not paid when due shall bear interest at twelve percent (12%) per annum from the due date until paid in full.

9.4 The rights, duties and obligations of each party are non-assignable and non-delegable, in whole or in part, without the prior written consent of each of the other parties; however, Laurel Canyon shall have the right to assign its rights, under this Agreement, in whole or in part, absolutely or as collateral security for performance or repayment of an obligation or indebtedness, to a successor-in-title to all or a portion of the Laurel Canyon Development, including without limitation its rights to receive payments of purchase price from the City. Provided, further, the rights, duties and obligations of each party hereto may be assigned, in whole or in part, without the prior written consent of the other party, to each party's lender. Subject to the foregoing, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply.

9.5 Each party agrees that nothing contained in this Agreement is intended or shall be construed to establish the parties hereto as joint venturers or partners.

9.6 The time for performance of each party's obligations hereunder (other than obligations solely requiring the payment of money) shall be extended on a day-for-day basis by any delay caused by the occurrence of Force Majeure Events. The term "Force Majeure Events" shall mean matters beyond the control of either party, including without limitation rain, tornadoes, hurricanes, and other adverse or inclement weather, earthquakes, inability to obtain materials, strikes, acts of God, labor disputes, moratoriums and other governmental actions or inactions.

9.7 Upon the execution of this Agreement, each party shall provide to each other party evidence of the authority of such party and its signatories to execute and deliver this Agreement and evidence that, upon such execution and delivery, this Agreement shall be the valid and binding obligation of such party. Such evidence shall include an opinion of such party's counsel if requested by any other party hereto.

9.8 Laurel Canyon hereby conditionally assigns to Levitt all of its rights under this Agreement, such rights to be exercisable only upon the occurrence of an Event of Default (as defined in subparagraph 9.9 hereof) under this Agreement. Levitt shall be a third party beneficiary of this Section 9.8.

9.9 In the event any party defaults in the performance of any of its duties or obligations hereunder, each of the other parties shall have the right to exercise all of its rights and remedies, at law, in equity or under this Agreement. Provided, however, the non-defaulting party shall not be permitted to exercise any rights or remedies against the defaulting party unless and until the non-defaulting party has given notice of such default (specifying the nature of the

default and listing the steps necessary to cure such default) to the defaulting party and the defaulting party has not cured such default within (i) fifteen (15) days following receipt of such notice, if the default is a monetary default, or (ii) with respect to any other default, thirty (30) days following receipt of such notice. Any default not cured within the applicable cure period provided herein is an "Event of Default."

9.10 Without limiting the generality of the other provisions of this Agreement, upon the occurrence of an Event of Default arising from Laurel Canyon's failure to perform under this Agreement, then and in that event, Laurel Canyon agrees that Levitt shall have the right to come upon the Laurel Canyon Property and take such actions as are reasonably necessary to perform such obligations in accordance with the terms of this Agreement (with such modifications thereto as may be required by applicable governmental authorities) and Laurel Canyon does hereby grant, bargain and convey unto Levitt as the owner of the Levitt Property (and as appurtenant easements for the benefit of the Levitt Property) the right to enter onto the Laurel Canyon Property to carry out such obligations in accordance with the terms of this Agreement (as amended by applicable governmental authorities) and to otherwise implement and enforce the terms and provisions of this Agreement.

Additionally, Laurel Canyon hereby collaterally assigns to Levitt all permits necessary to enable Levitt the right, but not the obligation, to carry out Laurel Canyon's obligations under this Agreement, recognizing that Laurel Canyon reserves the coextensive rights to utilize the such permits until such time as the Laurel Canyon, by its actions or inactions, causes an Event of Default to occur and Levitt elects (in its sole discretion) to perform such obligations.

10. GOLF COURSE. Simultaneously herewith, the Canton Building Authority, Laurel Canyon, Levitt, and Laurel Canyon Golf, LLC, a Georgia limited liability company ("Laurel Canyon Golf"), have entered into that certain Golf Course Development Agreement pertaining to the conveyance of certain real property by Laurel Canyon to the Canton Building Authority for construction and operation of a golf course, pertaining to the lease by the Canton Building Authority to Laurel Canyon Golf of that property for the construction and operation of a golf course, and other matters. The parties hereto acknowledge that neither Laurel Canyon, Laurel Canyon Golf, Levitt, nor any other person or entity shall receive any parks and recreation impact fee credits from the City as a result of the improvement of the Golf Course Property.

11. CONTINGENCY. Notwithstanding anything to the contrary contained in this Agreement, the obligations of each party as contained in this Agreement shall be contingent upon the acquisition by Laurel Canyon of the Laurel Canyon Property. If Laurel Canyon has not acquired the Laurel Canyon Property for any reason by March 31, 2005, either party hereto shall have the right to terminate this Agreement; and, thereafter, neither party hereto shall have any further rights, duties or obligations hereunder, except as otherwise provided herein.

12. TERM. The Original Term of this Agreement shall commence on the date hereof and shall terminate on the last day of the current calendar year. The term of this Agreement shall be automatically continued, at the end of the Original Term or any Renewal Term, for an additional one year, up to a maximum term ending on December 31, 2015, unless the City shall

deliver to Laurel Canyon written notice of its election to terminate this Agreement not less than 90 days prior to the end of the Original Term or the Renewal Term then in effect, upon which event this Agreement shall terminate. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

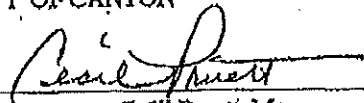
13. NONAPPROPRIATION. The obligation of City to make all payments due by it under this Agreement is subject in each fiscal year of the City to appropriation by the City. If (a) sufficient funds shall not be appropriated for the payment of the payments due in any fiscal year of the City and (b) the City shall have at the time any payment is due no funds legally available for the payment of such payment from other sources, the City may terminate this Agreement. The City shall promptly deliver notice to Laurel Canyon of the failure to appropriate for any fiscal year of the City all or any portion of the any payment due in such year. Any such nonappropriation shall not relieve the City of the obligation to pay to Laurel Canyon any payments due for the then current Original Term or Renewal Term out of moneys previously appropriated therefor.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

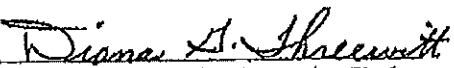
CITY:

CITY OF CANTON

By:


Cecil Pruett, Mayor

Attest:


Diana G. Threewitt, City Clerk

LAUREL CANYON:

LAUREL CANYON, LLC

By:


George C. Berkow, Manager

City of Canton

February 23, 2005

Mr. George Berkow
Cowart/Berkow, Inc.
3740 Davinci Court
Suite 460
Norcross, Georgia 30092



RE: MP0006-06 – Laurel Canyon

Dear Mr. Berkow:

Department of
Planning & Zoning
557 Riverstone Parkway
Suite 140
Canton, Georgia 30114
770 704-1500 phone
770 479-1872 fax
www.canton-georgia.com

Melissa R. Casteel
Planner

The following conditions reflect revisions and/or changes pursuant to the previously approved conditions of the Laurel Canyon Master Plan which was approved by the Mayor and City Council on August 3, 2000. These revisions/changes are in accordance with the allowance to administratively transfer densities as described in Condition Number 45 of the August 3, 2000 approved master plan conditions of Laurel Canyon. These conditions govern only those pods/parcels described as follows: **Parcels 1 through 8, Village Green/Townhome Pod, Pods L-1 through L-11 and Pod H.**

1. Within six (6) months of approval of the master plan, developer shall provide to the Office of the Mayor a park and playground plan for the entire development. Said plan shall, at a minimum, locate the parks that are designated active or passive. A summary of amenities shall be submitted in list form as to what can be included within an active park. Minimum acreage shall also be noted.
2. Within six (6) months of approval of the master plan, the developer shall provide to the Department of Planning and Zoning an overall plan for the pathway/trail system and sidewalks along the parkway and connector roads into each of the villages and into the respective pods. The interconnectivity of these paths and sidewalks shall be located on the plan. Sidewalk width and materials of construction shall be noted on the plan.
3. Prior to the issuance of the first Certificate of Occupancy permit, the developer shall have filed and recorded a Home Owners Association for purposes of maintenance of parks including both active and passive, landscaping in common areas, pathways and trails, and private streets. Developer shall also provide evidence that the association is funded for maintenance for a period of 10 years for the following pods/parcels:

Parcels 1 through 8, Village Green/townhome pod, and Pods L-1 through L-11 and Pod H. All other remaining pods shall provide the same information at the time of submission of land disturbance plans.

4. Within six (6) months of approval of the master plan, the developer shall provide a circulation plan for all pedestrian links between each of the following pods/parcels: Parcels 1 through 8, Village Green/townhome pod, and Pods L-1 through L-11 and Pod H. All other remaining pods shall provide the same information at the time of submission of land disturbance plans.

Pods are to be 12' wide ✓ 5. Sidewalks contained within the interior of all pods/parcels shall be a minimum of five (5) feet wide on both sides of each street and shall be constructed of concrete and setback from the back of curb a minimum of two (2) feet.

See map 6. Sidewalks for the Parkway shall be 8 ft. wide, setback four (4) feet back of curb, and constructed of concrete with brick bands (two brick wide) every 500 ft. The Parkway shall run from S.R 140 to a gate which will serve Pods L-1 through L-11 and continue to Honey Dew Drive. Sidewalks behind the above-described gate shall be 6 ft. wide and setback two (2) feet back of curb (minimum). Where the topography is severe, these specifications may be altered upon the approval of the Director of Planning and Zoning.

7. Streetscape along the Parkway shall consist of park benches, scenic view stations, lighting, signage denoting each of the pods/parcels, and transit stops/shelters. Crosswalks shall be delineated and constructed of brick pavers. The developer shall submit such plans prior to any land disturbance permit plan submittal to the Mayor's office for approval.

8. The developer shall share in the cost of a traffic signal at the intersection of the Parkway and State Highway 140. Cost share shall be fifty percent of the cost of the signal and installation and shall be paid at the time of the issuance of the land disturbance permit.

9. Parking for the commercial pods as located along State Highway 140 shall have a set back of 40 ft. from the proposed Department of Transportation right-of-way. Upon submittal of development plans, the developer shall submit a landscape/streetscape plan for this area. No impervious service shall be located within this 40 ft. strip. No storm water detention or retention shall be located within this strip. The intent of this strip is to provide for open space, a buffer to State Highway 140, and to serve as a traffic-calming device.

10. The developer shall provide transit stops with appropriate signage as approved by the Mayor's staff for each residential pod including the club house for the golf course and amenities packages for the larger residential pods (if an amenities package is to be included). For each nonresidential pod, the Mayor's staff of the City of Canton will coordinate with the developer on the location of transit stops.

BUS
SHELTERS

11. Shelters for the city transit system shall be provided by the developer at Laurel Canyon Club House/Amenities Center, the Club House serving Pods L-1 through L-11, Pod H and the Golf Course Club House. This is to be approved by the Mayor's staff. As permitting is issued for pod/parcel, the transit shelters shall be erected and completed prior to the first certificate of occupancy for that respective pod/parcel.

12. Gated entrances shall be provided for all multifamily developments and high density pods exceeding eight (8) units per acre within the master plan in addition to those gated communities as described in the Letter of Intent by the developer.

13. The previously approved master plan of Laurel Canyon and its conditions dated August 2000 delineate the inclusion of the proposed right-of-way of the Outer Perimeter. This request for revision to the Laurel Canyon master plan shall preserve said proposed right-of-way until such time a request for a land disturbance permit is applied for by the respective developer and at such time, if the developer can demonstrate they have not been contacted by the Georgia State Department of Transportation to acquire said right-of-way, the proposed right-of-way of the Outer Perimeter shall be eliminated for failure to act by the Georgia State Department of Transportation. All density as shown on the master plan, as revised and hereby submitted, shall be preserved and intact for said pod.

14. The following roads shall meet the following specifications:

Pod Internal Streets

24 ft. wide B/C to B/C;
50 ft. R.O.W.

Parkway

From State Hwy 140 to the gate serving Pods L-1 to L-11: Four lanes with a divided grass median 60 ft. to 120 R.O.W. (said right-of-way shall vary within this distance of 60ft. to 120ft. to accommodate a four

lanes, grass/landscaped medians). That portion of the parkway that continues to Honey Dew Drive shall be a minimum of 60ft. R.O.W.

Parkway that connects to Honey Dew Drive: Canyon Road

All houses shall be rear-loaded. It is expected, due to topography that a certain number will not be rear loaded units but in this case, said units shall be served with an eyebrow drive so as to avoid and eliminate any backing out onto the parkway. These lots that are rear-loaded and those to be served by the eyebrow driveways are so noted on the master plan and so indicated.

Private Roads shall not be permitted (this does not include a drive entrance serving any attached dwelling unit pod)

Common Private Driveway

Developer shall indicate what are the "certain conditions" (as referenced in the Letter of Intent) which would require construction of a common driveway. Developer shall state occurrence factor and physical condition for such standard.

Old Shoal Creek Road

Developer shall improve the existing lane along the entire frontage of Laurel Canyon to provide a 14 ft. lane and an additional accel/decel lane 14 ft. wide for approximately 300 ft. more or less with 50ft tapers. The developer shall dedicate to the city sufficient right-of-way to equal 30 ft. from center line of the existing road in or to provide a 60 ft. right-of-way. (This condition only pertains to property having immediate frontage for said road.)

State Highway 140

Developer shall provide sufficient right-of-way as required by the Ga. Dept. of Transportation. Developer shall improve the existing through lane along the frontage of Laurel Canyon to 14 ft. wide. Developer shall provide a left hand turn lane into the development with sufficient stacking and turning movements. Additionally, the developer shall provide an accel/decel lane along the said frontage and shall be a minimum of 14 ft. wide with required tapers as called for by the Ga. Dept. of Transportation.

Honey Dew Drive

Improve the existing through lane along the frontage of the development to provide a 14 ft. wide lane. Provide an accel/decel lane 14 ft. wide with curb and gutter with sufficient distance and tapers in accordance with city standards.

15. Developer shall improve and dedicate to the City of Canton necessary right-of-way along State Highway 140 prior to a land disturbance permit being issued by the city and shall improve in accordance to City of Canton and Georgia Department of Transportation standards.

16. No additional ingress or egress shall be permitted from State Highway 140 into Pods A, B, C, D, E, or F except as shown on the Master Plan submitted with the original application (2). A right-in/right-out curb cut shall be approved in concept by the city but shall receive final approval from the State Department of Transportation. All other points of access shall be from the internal street as so noted on the master plan.

17. Developer shall file with the city a letter holding the city harmless for any trail or pathway, which is located within a public or private utility corridor.

18. The development shall be served by the City of Canton sanitary sewer system and city water system. The developer shall enter into a development agreement with the City of Canton in accordance with O.C.G.A. 36-71-13 for the purpose of utility extension and capacity requirements.

Detention 100-year storm

19. Within six (6) months of approval of the master plan, the developer shall submit to the Department of Planning and Zoning a master storm water detention plan for the entire acreage pertaining to Parcels 1 through 8, Village Green/Townhome Pod, Pods L-1 through L-11 and Pod H. development. Said plan shall be designed to meet the 100-year storm. All detention ponds shall be designed as to accommodate recreational opportunities.

20. Developer shall provide, by March 31, 2005 to the Department of Planning and Zoning a traffic study indicating trip generation rates for each pod concerning this revision as well as average daily trips and peak hour trips. Said traffic study shall use the Institute of Traffic Engineers Trip Generation Manual (latest edition) as its reference in calculating trip generation rates. Said traffic study shall also include the transit routing plan and traffic pattern movements.

21. Developer shall provide a copy of the overall phasing of development. Said copy is to be presented to the Mayor's staff and the Department of Planning and Zoning as early as March 31, 2005 and not later than May 1, 2005

Amended

22. Within six (6) months of approval of the master plan, the developer shall submit an Open Space Plan. This plan shall include, at a minimum, the location of passive and active parks. A written list indicating the types of facilities to be included within an active park shall be presented to the Department of Planning and Zoning.

23. Developer shall provide for the interconnectivity of all trails and sidewalks to each of the pods/parcels of the development. This is to include residential and nonresidential pods.

✓ 24. Each residential pod shall have sidewalks within the respective neighborhood and shall be a minimum of 5 ft. in width on each side of each street/road.

✓ 25. Each nonresidential pod shall have sidewalks within the respective pod and shall be a minimum of 6ft. in width on each side of each street/road.

26. The following uses are to be permitted within each pod/parcel as described on the attached Pod Land Use plan dated July 30, 2004. These shall include: Parcels 1 through 8, Village Green/townhome pod, and Pods L-1 through L-11 and Pod H. Said attachment shall be entitled Exhibit A: Laurel Canyon Pod Land Use Plan dated July 25, 2004. The remaining pods as described as: Pods A, B, C, D, E, F, G, H, JJ, KK1, KK2, LL, MM, and NN are conditioned as originally approved and remain as noted in Laurel Canyon Master Plan with conditions as approved and dated August 2000.

27. The developer shall work with the city's consulting engineers regarding water availability and pressure to determine additional measures to supply adequate water for the entire site. Said meeting of water needs shall occur prior to the issuance of the first land disturbance permit.

28. The following landscape requirements shall be followed:

Parkway:

Hardwood Trees at a minimum of 3 to 3.5 inch caliper at the time of planting and measured one foot above the root ball.

Minimum Height at the time of planting: 14 ft.
Planted on 60 ft. center

Tree

Village Streets:

Hardwood Trees at a minimum of 3-inch caliper at the time of planting and measured one foot above the root ball.

Minimum Height at the time of planting: 14 ft.
Planted on 50 ft. center

Parkway to Honey Dew Drive:

Hardwood Trees at a minimum of 3 to 3.5-inch caliper at the time of planting and measured one foot above the root ball.

Minimum Height at the time of planting: 14 ft.
Planted on 50 ft. center

State Highway 140

Planting requirements shall meet the overlay zone/Corridors of Influence ordinance .

Old Shoal Creek

Hardwood Trees at a minimum of 3 to 3.5-inch caliper at the time of planting and measured one foot above the root ball.

Minimum Height at the time of planting: 15 ft.
Planted on 60 ft. center

Honey Dew Drive

Hardwood Trees at a minimum of 3 to 3.5-inch caliper at the time of planting and measured from one foot above the root ball.

Minimum Height at the time of planting: 15 ft.
Planted on 60 ft. center

29. Developer shall prepare a tree protection plan, in conjunction with the required landscape plan, which provides a tree density of not less than twenty (20) units to the acre. Tree units are defined as a unit of measurement, quantifying a ratio relevant to the protected and/or installed tree's size for purposes of calculating what percentage of tree density is maintained and/or provided on any given site. Unit credits are based upon tree size, not individual tree counts. Unit credit shall be awarded for only those trees, retained and protected on site, greater than 5" in caliper. Density credits shall be verified by the Department of Planning and Zoning prior to land disturbance. Tree unit credits shall be awarded based on the following tables,

TABLE 1. CONVERTING EXISTING TREE DIAMETERS TO DENSITY UNITS

DBH	UNITS	DBH	UNITS	DBH	UNITS
2-4	2.0	22	4.6	37	10.6

5-7	2.3	23	4.9	38	10.9
8-9	2.5	24	5.1	39	11.3
10	2.6	25	5.4	40	11.7
11	2.7	26	5.7	41	12.2
12	2.8	27	6.0	42	12.6
13	2.9	28	6.3	43	13.1
14	3.1	29	6.6	44	13.6
15	3.2	30	6.9	45	14.0
16	3.4	31	8.2	46	14.5
17	3.6	32	8.6	47	15.0
18	3.8	33	8.9	48	15.6
19	4.0	34	9.3	49	16.1
20	4.2	35	9.7	50	16.6
21	4.4	36	10.1	51+	20

TABLE 2. CONVERTING REPLACEMENT TREES TO DENSITY UNITS

CALIPER	UNITS	CALIPER	UNITS
1"	.4	8"	2.3
2"	.8	9"	2.5
3"	1.6	10"	2.7
4"	1.7	11"	2.9
5"	1.9	12"	3.1
6"	2.0	13"	3.3
7"	2.2	14"+	3.5

30. Developer shall plant a minimum of one (1) hardwood shade tree in each front yard. Said trees shall be planted to the following minimums:

- a. For lots measuring 50' - 74' feet in width: one (1), 2 - 2 1/2" caliper shade tree
- b. For lots measuring 75' - 94' feet in width: one (1), 2 1/2 - 3" caliper shade tree
- c. For lots measuring 95', and greater, feet in width: one (1), 3 1/2 - 4" caliper shade tree

Examples of approved shade trees include Oaks, Maples, Poplars, among others, as listed in the Canton Overlay Zone Community Standards Ordinance - Plant Schedule.

31. The following signage requirements shall be followed:

Overall Development Signage

- a. One (1) development sign indicating the name of the development at each major entrance into the overall development

Height: 12 ft.

Type: Monument base of brick, stone, or rock

Sign Area 50 sq. ft.

Illumination: Ground lighting

Location: A minimum of 10 ft. setback from the proposed right-of-way for State Highway 140.

A minimum of 10 ft. setback from proposed right-of-way of Old Shoal Creek Road and Honey Dew Drive.

Commercial/ Office Pods

- a. For centers 50,000 sq. ft. and over
 1. Height: 12 ft. Width: 10 ft.
 2. Type: Monument Base Sign
 3. Sign Area: 50 sq. ft.
 4. Illumination: Internally illuminated or ground illumination
 5. Setback: 20 ft. from proposed right-of-way
- b. For buildings or centers less than 50,000 sq. ft.
 1. Height: 10 ft. Width: 10 ft.
 2. Type: Monument Base Sign
 3. Sign Area: 25 sq. ft.
 4. Illumination: Internally illuminated or ground illumination
 5. Setback: 20 ft. from proposed right-of-way

32 Architectural Standards

For Nonresidential Uses:

Acceptable Building Materials;

Brick

Stacked Stone

Combination of Brick, Stacked Stone, or Stucco

Horizontal siding of material consisting of wood or concrete plank

No exposed block

No decorative or split-faced block

Roofs shall be pitched either hip or gambrel

Any loading dock, truck court shall not be visible from a public road or street. (Screening of evergreen plant material of sufficient height at the time of planting shall satisfy this condition.)

33. Prior to any nonresidential building permit being issued, the developer shall submit a conceptual architectural design for approval by the Mayor's Oversight Committee. Where nonresidential buildings include multi-tenant occupancy, the facades of said buildings shall be varied in depth or parapet height.
34. All utility lines shall be located underground throughout the development.
35. Within 90 days of master plan approval, the developer shall submit a revised copy of the Laurel Canyon master plan reflecting the conditions as approved. Said documents shall note the date of Mayor and City Council action.
36. In accordance with O.C.G.A. 36-71-13, the developer shall enter into an agreement with the City of Canton in order to provide two fully equipped police vehicles for the purpose of minimizing the impact to the system improvements necessary to meet the demands of this development. At the time of the issuance of the land disturbance permit, the developer shall contribute \$60,000 (\$30,000) for each police vehicle which shall be ordered off of the Georgia State approved contract for public safety vehicles. Should the vehicles cost less, the developer will be refunded the amount of over the cost. However, the contribution shall not exceed \$60,000.
37. Within ten (10) working days from the date of these conditions, the developer shall convey to the City of Canton property for the use of a fire station. Size of said property is to be approved by the Canton Fire Chief. The city agrees to coordinate the architectural and site design work with the developer to offer compatibility to the overall development of Laurel Canyon. The City of Canton will provide impact fee credits as so provided in the Georgia Development Fee Act of 1990 and as so described in the Canton Fire Safety Impact Fee Ordinance.
38. Developer shall enter into a development agreement with the City of Canton to provide for and address the impact said development will have on the Cherokee County School system. Such agreement shall be in place prior to any permits being issued on this development.
39. Insufficient right-of-way exists along Old Shoal Creek Road. Provide necessary right-of-way to serve the development. This condition pertains to Pods II, JJ, KK1, KK2, LL, MM, and NN

40. The proposed water tank at Amos Road has a capacity of 1M gallons of storage. This storage capacity is not sufficient to serve the development as submitted. The developer is directed to meet with the city's consulting engineers to review the necessary requirements to serve Laurel Canyon. Developer shall enter into a development agreement with the City of Canton regarding at a minimum the construction of a water tank on site, its location, and size. Development agreement shall be in place prior to any permit being issued on site.

41. The existing sewer system is not sufficient to serve the development and will have to be extended to do so. The developer shall enter into a development agreement with the City of Canton regarding the location and routing of the sewer extension and sizing of the pipe as well as capacity to meet the needs of the development. Development agreement shall be in place prior to any permit being issued on site.

42. The developer shall enter into a development agreement for purposes of designing a water reuse irrigation system to serve the irrigation needs of the golf course and all open space areas within the development. Development agreement shall be in place prior to any permit being issued on site.

43. The development as proposed cannot be served by existing rights-of-way located along and Honey Dew Drive. The developer shall meet the required rights-of-way and lane improvements as required by the City of Canton Street Department.

44. The developer shall adhere to the open space acreage as shown on the Laurel Canyon revised Master Plan (revised master plan pertains only to the following pods: Parcels 1 through 8, Village Green/Townhome Pod, Pods L-1 through L-11 and Pod H). A minimum of 412.03 acres shall be required. Said open space acreage includes 200.03 acres of the total 412.03 acres with the remaining acreage of 212 acres dedicated for the golf course which shall be developed by Laurel Canyon Golf LLC.

45. In accordance with O.C.G.A. 36-71-13, the developer shall enter into a development agreement with the City of Canton for the dedication of 212 acres of land to be used and developed for a public golf course to be conveyed to and owned by the city. Said agreement shall be in place prior to any permit being issued for the development.

46. The total unit count shall be as follows: for Pods/Parcels 1 through 8 a total unit count of 505 units; Village Green/Townhome pod a total unit count of 60 units; and Pods L-1 through L-11 a total unit count of 840

units. Pod H shall not exceed 350 attached (multi family) units. Should detached units be developed instead of attached for Pod H, the density shall apply as stated within the revised conditions. Should attached townhomes be developed instead of the aforementioned uses for Pod H, the density as assigned in the revised conditions shall apply.

Transfer to
Laurel Canyon

The developer shall have the flexibility to transfer up to a maximum of 20 percent of the units from one residential pod to another residential pod. At the time of transfer, the developer shall notify the Department of Planning and Zoning in order for the transfer to be included in the public record file and to allow the necessary time to notify other city departments. The developer shall commit this information to writing and at a minimum state the number of units to be transferred, the pod in which the transfer is to be taken, state the pod which is to receive the additional units, and state the percent increase being transferred. Transferring and receiving pods are limited to those within the same residential land use classification. At no time shall the total units for all pods/parcels described in these revised conditions exceed 1,405 units or exceed the maximum density assigned to each respective pod excluding the maximum of 350 attached units for Pod H. The 1,405 units represents a reduction to the previously approved units which permitted 1,422 units (excluding Pod H units). As a result, the reduction of the aforementioned units from the above described pods/parcels, including Pod H, the developer (Laurel Canyon, LLC) hereby relinquishes the previously approved units as these are no longer available for use or transfer within the development. Should the developer wish to recapture these reduced units, the developer shall submit a formal request and be heard before the Mayor and City Council in a city council meeting.

1405
683

47. The developer wishes to contribute funds to mitigate the impact of Laurel Canyon on the Cherokee County school system, therefore Laurel Canyon, LLC has agreed to contribute \$500 per residential unit on those units which are not age restricted at the following scheduled formula:

$$\begin{aligned} \$500 \times 479 \text{ single family detached units (non age restricted)} &= \\ \$239,500. \end{aligned}$$

At the time of the first building permit for any non age restricted single family detached residential unit, Laurel Canyon, LLC shall pay in lump sum 50 percent of the 479 permitted non age restricted single family detached units at the following formula:

$$240 \text{ units} \times \$500 = \$120,000$$

After one year from the date of issuance of the first non age restricted single family detached unit building permit, the developer shall pay, in full, the balance of the remaining 50 percent of units, or 239 units at the same formula and so prescribed as follows:

$$239 \text{ units} \times \$500 = \$119,500$$

This contribution represents a total contribution of \$239,500. Those residential units in Pods L-1 through L-11 represent age restricted units and the developer has informed the city that children will not reside in these homes and further has agreed to deed restrict all final plats with this condition. Should this ever change, the developer's agreement to contribute funds to the school system, at a rate of \$500 per unit, shall extend to these units as well and shall be paid in full at the time of age restriction on the units discontinues.

Additionally, 350 multi-family attached units have been approved for Pod H. At the time of issuance of building permits for this pod, the developer shall remit to the city as their agreed upon school contribution the full amount of \$175,000 as shown in the following formula:

$$350 \text{ units} \times \$500 = \$175,000.$$

If you require additional information pertaining to this matter, please feel free to contact me at 770-752-8988.

Sincerely,


Marie L. Garrett
Special Advisor to the Mayor

MLG:mrp